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The Solicitors' Journal and Reporter.

LONDON, AUGUST 13, 1887.

CURRENT TOPICS.

MR. JUSTICE NORTH has announced that he will hear witness actions from October 31 to November 17.

THE LIST of Chancery appeals at the commencement of the Trinity Sittings numbered seventy-one, and the number disposed of during the sittings was sixty-six, besides five which stand over. At the present time there are fifty-nine Chancery appeals in the list, besides the five which stand over.

NOTWITHSTANDING that a large amount of work has been disposed of by the judges of the Chancery Division during the Trinity Sittings, the lists, which at the commencement of the sittings contained 786 cases, including adjourned summonses, contain, at the rising of the courts, no fewer than 789 cases, which will, of course, be largely added to before the courts sit again.

MR. JUSTICE KEKEWICH will, in the Michaelmas Sittings, appoint days, on request, for the trial of actions proceeding in the Liverpool and Manchester District Registries. Motions in actions proceeding in either of those registries will be taken every Saturday, and other interlocutory business in those actions on alternate Saturdays, commencing with Liverpool business on October 29.

ON TUESDAY last Mr. Justice NORTH delivered judgment in the case of *Billing v. Brogden*, which had been standing for judgment ever since February, 1886. The learned judge described the case as having given him more labour and anxiety than any other case tried before him. This is no doubt so, but we may perhaps respectfully suggest that he has given more time either to the consideration of the case or to forgetting all about it, than any judge since Lord ELDON.

FROM A CALCULATION made by inspection of the Chancery cause books, it appears that the five Chancery judges have, during the present sittings, disposed of about 120 actions and further considerations. It is estimated that in the Chancery lists at the commencement of the sittings the numbers of these classes were about 555, so that 435 still remain undisposed of. Although a considerable portion of these 435 consists of cases standing over and otherwise ineffective, it is obvious that a sixth judge is greatly needed to reduce the present arrears.

A CASE of *Re Little*, which we report elsewhere, seems to settle a point on which, we believe, there has existed a diversity of practice among the judges of the Chancery Division—viz., whether, on an application under section 39 of the Conveyancing Act, 1881, by a married woman for removal of the restraint on anticipation,

the summons need be served on the trustees of the trust instrument. In the present case the Court of Appeal did not require the presence of the trustees; and, as we understand that Lord Justice CORROZ inquired during the hearing why the trustees were not represented, it must be taken that the Court of Appeal mooted the point, but considered that service of the summons on the trustees is not necessary.

THE DECISION of the House of Lords in *Toulmin v. Millar* will probably occasion some consternation to auctioneers and estate agents. It is clear that when the owner of property goes to an estate agent and requests him to find a purchaser, naming at the same time the sum which he is willing to accept, that will constitute a general employment; and should the estate be eventually sold by the owner to a purchaser introduced by the agent, the latter will be entitled to his commission, although the price paid should be less than the sum named at the time the employment was given. The mention of a specific sum prevents the agent from selling for a lower price without the consent of his employer; but it is given merely as the basis of future negotiations, leaving the actual price to be settled in the course of the negotiations. But suppose the owner of property goes to an estate agent for the purpose of letting, and instructs him to let, but, in reply to a question by the agent, says that he is willing to sell for a specified sum, but for no less sum; the agent succeeds in letting the property, and the owner subsequently sells it to the tenant for a less sum than he named to the auctioneer, is the auctioneer entitled to commission on the subsequent sale to the purchaser, who was originally introduced by him to the vendor? The House of Lords say, in substance, "No; the right to remuneration for a sale depends on the employment to sell; and in this case the employment of the agent was only to let or sell, not to let and sell; hence, when the agent let, his agency came to an end." And, assuming that the evidence showed that the employment was really thus limited or alternative, we do not see how any other conclusion could be arrived at. The specific question what the parol contract between the owner and the estate agent was—which is at the root of the whole matter—does not, however, appear to have been left to the jury at the trial, although it was, no doubt, brought before them by Lord COLERIDGE in his summing up, and was presumably considered by them as one of the elements of their finding against the estate agent. The House of Lords were "not satisfied that the jury could not reasonably derive from the evidence inferences of fact fatal to the plaintiff's claim," and therefore refused to disturb the verdict. We propose hereafter to consider at some length the results of the decision.

THE DECISION in the case of *Pretty and others v. Fowke*, tried before Mr. Justice STEPHEN, and subsequently reserved for further consideration, reveals a serious liability to which solicitors may expose themselves. A Birmingham solicitor was (as it is stated) employed by trustees to find a good security for £500, and himself instructed a valuer to report on certain business premises for the purpose of an advance of that sum. The valuer reported that the property was a good security for £500, and the trustees advanced that sum upon it. Subsequently, the security proved insufficient, and the trustees then turned round on the solicitor and brought an action for negligence against him, on the ground that the instructions which he gave to the valuer were insufficient. The solicitor had not correctly informed the valuer as to the terms of the tenancy under which the premises were held; he had stated to the valuer that the premises were held by the tenant at a rent of £80, and that there was no written agreement with the tenant; whereas there was a written agreement for a lease under which the landlord was bound to pay rates and taxes, amounting to over £20 a year. But it appeared that the agreement contained a clause empowering the landlord to "mortgage in his own name as owner." It is difficult to understand the object of this strange provision (assuming that its purport is correctly stated), unless it was to enable the landlord to grant the premises to his mortgagee free from the agreement for a lease. As a matter of fact the solicitor, who, it was admitted on all hands, had acted throughout in good faith, framed his instructions to the valuer upon the information he possessed. He had, at the commencement of the negotiations

for the loan, inquired of the proposed mortgagor the nature of the tenancy, and had been informed by him that the tenant was a yearly tenant at a rent of £80. And before the completion of the mortgage the mortgagor had expressly stated that there was no written agreement with reference to the tenancy. It was, however, contended that the solicitor ought to have made inquiry of the tenant as to the terms of the tenancy. At the trial the jury found that the solicitor had not made reasonable inquiries as to the terms of the tenancy; that if such inquiries had been made the valuer's estimate would have been reduced, if the agreement were binding, to £350, and that the actual value of the premises, at the time the advance was made, was £300, and at present £200. Upon this finding Mr. Justice STEPHEN, "with some degree of doubt, and not without considerable regret," gave judgment for the plaintiffs. We presume that the case will be appealed, and we shall not, on the information contained in the report which we reproduce elsewhere, predict the result; but we may point out that, according to *Fry v. Tapsen* (33 W. R. 113), it is not properly within the scope of the employment of solicitors for trustees to select a valuer. In that case eminent solicitors gave evidence that, if asked to name a valuer, the ordinary course was to submit a name or names to the trustees and to tell them everything which the solicitor knew to guide their choice, but to leave the choice to them. Is it within the scope of the solicitor's employment to instruct the valuer when selected by the trustees? In most cases no one else can do so with the same efficiency, but the lesson of the recent case is that the solicitor ought simply to lay before the trustees all the information he possesses as to the property, and leave them to frame the instructions to the valuer. It would appear that a solicitor who takes it upon himself to instruct the valuer is bound to verify every statement of the proposed mortgagor bearing on the value of the property before he gives his instructions. *Qu.*: is it not the duty of the valuer when he visits the premises to ascertain from the tenant the amount of his rent and the terms of his tenancy?

THE BILL to amend the Settled Land Act, 1882, which is being rapidly passed through Parliament, embodies clause 57 of the Land Transfer Bill relating to the redemption of improvement charges. It will be remembered that in *Re Knatchbull's Settled Estate* (33 W. R. 569, 27 Ch. D. 349, 29 Ch. D. 588) it was held that such charges could not be properly paid off (in the sense of being extinguished) out of capital moneys arising under the Settled Land Act, though the Lords Justices thought that probably the trustees might apply such capital moneys in buying up the rent charges. The present Bill provides that, "Where any improvement of a kind authorized by the [Settled Land Act, 1882], has been or may be made either before or after the passing of this Act, and a rent charge, whether temporary or perpetual, has been or may be created in pursuance of any Act of Parliament, with the object of paying off any moneys advanced for the purpose of defraying the expenses of such improvement, any capital money expended in redeeming such rent charge, or otherwise providing for the payment thereof, shall be deemed to be applied in payment for an improvement authorized by the principal Act;" and that "any improvement in payment for which capital money is applied or deemed to be applied under the provisions of the preceding section shall be deemed to be an improvement within the meaning of section 28 of the principal Act, and the provisions of such last-mentioned section shall, so far as applicable, be deemed to apply to such improvement."

AN INTERESTING ILLUSTRATION of the fallibility of opinion evidence of identity was mentioned in the House of Commons last week. We took occasion some time ago (29 SOLICITORS' JOURNAL, 750) to discuss the question of the weight to be attached to this evidence, and to point out the caution with which it should be received. In the case to which the attention of the Home Secretary was drawn last week, a City detective had identified a prisoner as a man who had been formerly convicted, but admitted his mistake on the man formerly convicted being produced in court. It appeared, however, that the resemblance between the two men was most extraordinary, extending not merely to general appearance, features and height, but also to

deformities and marks which are usually considered to afford the strongest evidence of identity. Each of the men had two scars on the chin and a cast in one eye. The case reminds one of *HEASMAN's* in 1868, where a woman swore, at a coroner's inquest, that a dead body was that of her husband, on the ground both of general resemblance and of a wound upon a finger which her husband had, and which was also found on the body. The body was clearly proved to be that of a different man. The fact appears to be that instances of persons almost absolutely similar in appearance are not so uncommon as is usually supposed.

IT IS NOT UNUSUAL for spinster testatrices to provide by their wills for their domestic pets. Mr. Justice CHITTY the other day had a case before him where a lady had made provision for the maintenance of several dogs during their lives; and the learned judge remarked that the proper way of making such gifts was to give an annuity to a person, to cease at the death of the animal. He also said that doubts had often crossed his mind as to whether such gifts might not violate the rule against perpetuities. There can be no doubt that the life contemplated in the rule against perpetuities is the life of a human being, and it apparently could not be a violation of the rule to make a gift to a living dog or cat, as the duration of life of such animals is usually shorter than that of a human being. But take the case of an elephant. Would it be legal to give an annuity to a person to cease at the death of an elephant when, as is well known, an elephant's life is far longer than the life of a man?

THE LAW OF GIFTS *INTER VIVOS*.

I.

Limits of the discussion in these articles.—Where a gift *inter vivos* is alleged to be made, several questions arise.

First, when the legal ownership of the property is transferred, it may be a matter of doubt whether it was intended to make a gift to the transferee or to create a trust for the transferor; and it will be found that, in the absence of any other circumstances, the answer to the question whether it was intended to make a gift or to create a trust depends upon whether the transferor was bound to provide for the transferee.

Secondly, where it is clearly intended to make a gift by transferring the legal ownership, the question may arise whether that intention was carried into effect.

Thirdly, the donor may make a gift of the equitable interest, only retaining the legal ownership in himself. In this case the question arises, Has he effectually constituted himself a trustee?

Fourthly, the legal estate may be outstanding in a trustee, and the intention may be to transfer the beneficial interest only. The question here arises, Is the transfer effectual?

Fifthly, the donor may have the legal interest and intend to make a gift by transferring the legal interest to one person in trust for another. Here two questions present themselves: (1) Is the transfer of the legal interest effectual? (2) Has the donor effectually declared the trusts of the beneficial interest?

We intend to discuss all these questions. We do not, however, intend to discuss the questions that often present themselves—viz., under what circumstances a transfer of property by way of gift is void as against creditors under 13 Eliz. c. 5, made perpetual by 29 Eliz. c. 5; or where a conveyance of "lands, tenements, or other hereditaments" is void as against a subsequent purchaser for value under 27 Eliz. c. 4, made perpetual by 39 Eliz. c. 18? The questions that arise under these statutes are not what constitutes a gift, but, assuming that a gift was effectually made, under what circumstances can it be set aside by a creditor or mortgagee?

Every declaration of trust *inter vivos* of "land, tenements, and hereditaments" must be in "writing, signed by the person who is by law entitled to declare such trust." (See the Statute of Frauds, 29 Car. 2, c. 3, s. 7.) We do not intend to discuss the questions that arise under this section; but we may mention that it is not necessary that the trust should have been created in writing; it is sufficient if it be proved by a writing duly signed (*Forster v. Hale*, 3 Ves. 696); but it must be signed by the person beneficially en-

titled (*Tierney v. Wood*, 19 Beav. 330; *Kronheim v. Johnson*, 7 Ch. D. 60; *Leman v. Whitley*, 4 Russ. 423); and the nature of the trust must be proved by the writing (*Smith v. Matthews*, 3 D. F. J. 139; *Davies v. Otty*, 33 Beav. 540).

We shall discuss only two of the points that arise under gifts made by deed, or, as they are often called, voluntary deeds; as the discussion of all the questions that arise under deeds of this nature would almost require a treatise to itself.

We shall not discuss the law of shipping, and only touch incidentally on the law of real property.

A gift must be voluntary on the part of the donor.—In a curious case, 42 Edw. 3, 4, pl. 16, where the sheriff attempted to prescribe that the inhabitants of a certain hundred ought to give him a demi-mark or a horse whenever he held his tourne there, Mowbray, J., said, in his judgment, "every gift is at the will of the donor."

It should, perhaps, be remarked, once for all, that the word "done" in the year books, usually translated "gift," does not necessarily imply that no consideration passed; compare the expressions "to give" in tail, "donee" in tail, where there is necessarily consideration, if the reversion is retained by the donor, owing to the tenancy created.

It is not necessary that the donor should express in words his intention to make the gift, it suffices if the intention is manifested by his acts: see the cases *post*. It should, perhaps, be observed that a promise to make a gift in the future does not amount to an immediate gift: *Re Ridgeway* (15 Q. B. D., at p. 449).

Where there is a patent ambiguity as to the subject matter of the gift it may be made good by election.—"If I give to a man my cow or my horse, he can take either at his election; but if I promise to give him my cow or my horse at a future time, it is in my election to give him which I choose": *per* Rede, J., 21 Hen. 7, 18, Br. Done. 19. "If I give you one of my horses, although that be uncertain, yet by your election that may be made a good gift": *Mervyn v. Lyds* (Dyer, at p. 91a. (11)).

The donee must be ascertained.—"If one gives a thing to J. S. or N. T., it is bad for the uncertainty" (11 Hen. 7, 12, pl. 4). "G. said to J. that he gave goods to one of the sons of J., and that J. might take them;" held bad (*Paston & Genney's case*, 11 Edw. 4, 2, pl. 2, Br. Done. 31). See *Roberts v. Roberts* (11 Jur. N. S. 992); *Hughes v. Stubbs* (11 Jur. N. S. 913) for instances of the donee not being properly ascertained.

The donee must be capable of taking.—Accordingly, a shroud put on a corpse remains the property of the person to whom it belonged at the time when it was put on, as a dead body is not capable of taking: *Haynes's case* (12 Rep. 113; same case, 3rd Instit. 110). This is a point necessary to be remembered where a testator wishes to provide for a lapdog or a favourite horse; as a dog or a horse is incapable of taking, the proper course in such a case is to give the legacy to a person with a request, so framed as not to be a trust, that he will maintain the dog or horse.

The gift must be accepted by the donee.—The donee is not forced to accept a gift: *per* Mellish, L.J., *Hill v. Wilson* (8 Ch., at p. 893); see 7 Edw. 4, 29, pl. 14. Where the gift is made by parol, it does not vest in the donee till acceptance (note by Manning, S., *London and Brighton Railway Co. v. Fairclough* (2 Man. & Gr. 691); on the other hand, where it is made by deed, it vests in the donee till he disclaims (7 Edw. 4, 20, pl. 21), and, notwithstanding what is said in that case, the disclaimer need not be by record: *Townson v. Tickell* (3 B. & Al. 31); *Peacock v. Eastland* (10 Eq. 20).

Infant.—It appears that an infant can accept a gift, though he may repudiate it on coming of age (see Co. Lit. 2b.). We apprehend, however, that, owing to the personal incapacity of the infant, the acceptance must be made by or with the consent of his guardian, though probably the consent of the guardian might readily be inferred from circumstances.

A well-known example of the right of an infant to repudiate a gift on his coming of age is afforded by the transfer to, or purchase in the name of, an infant of shares in a company. He can, on attaining twenty-one, if the transfer or purchase was made by a person *in loco parentis*, claim to keep them as an advancement, or may repudiate them: *Reed's case* (24 Beav. 318); *Richardson's case* (19 Eq. 588); *Weston's case* (5 Ch. 614); *Mann's case* (3 Ch. 459 note); *Curtis's case* (6 Eq. 455).

There is a very interesting case (*The Wardens of the House of*

the Minor Brothers of London, 11 H. 4, 31) which is often cited as shewing that merely putting clothes on an infant is a gift of them to him. But all that it proves is that where A. unlawfully takes an infant out of custody of his father, strips him of the clothes that he was wearing and puts other clothes on him, and the infant escapes and returns to his father, the latter is not liable in trespass for having taken the clothes in which the infant escaped. One of the judges thought that the acts of stripping the boy and putting new clothes on him amounted to a gift to him. In the same case one of the judges said: "If an adulterer takes a man's wife and puts new clothes on her, the husband may take his wife back with the clothes."

This case is a most useful decision; it may be cited with advantage at the present day. It sometimes happens that where a young girl is taken out of her parents' custody for an unlawful purpose, and is rescued, threats are made by the person who takes her out of her parents' custody of taking criminal proceedings against her or the person rescuing her for stealing the clothes that she wears when she is rescued; and this decision shews that such threats may be disregarded.

In criminal cases clothes and other necessities provided for children by their parents are often laid to be the property of the parents, especially while the children are of tender age; but it is good either way. At the Old Bailey, 1701, Tracy and Turton, JJ., and Lovell, Recorder, doubted whether the property of a gold chain which was taken from the neck of a child who had worn it for four years ought not to be laid in the father. But Tanner, who had been an ancient clerk of the court, said that it had always been used to lay it to be the goods of the child in such case, and that many indictments which had laid them to be the property of the father had been ordered to be altered by the judge (2 East Pleas of the Crown, ch. xvi. s. 91). See, to same effect, note to *Forquard's case* (1 East C. C. 464).

Gifts by husband to wife.—It should be observed that prior to 1883 a husband could not transfer the legal ownership of chattels to his wife, and that therefore the only manner in which he could give them to her was by constituting himself a trustee for her. In some cases it has been held that an attempted assignment by a husband to his wife operated as a declaration of trust by him in her favour: *Grant v. Grant* (34 Beav. 623); *Mews v. Mews* (15 Beav. 529); *Baddeley v. Baddeley* (9 Ch. D. 113); *For v. Hawkes* (13 Ch. D. 822); but these decisions are of questionable authority: *Re Breton* (17 Ch. D. 416).

Before 1883, the mere fact of a husband allowing his wife to open a banking account did not operate as a gift to her of the moneys paid in to her account: *Lloyd v. Pugh* (8 Ch. 88), or of his allowing her to carry on business did not render the proceeds her separate estate: *Re Whittaker* (21 Ch. D. 657); but on the latter point see the Married Women's Property Act, 1870.

See as to the effect of a purchase by a husband in the name of his wife, or in the joint names of himself and his wife, *post*, *Purchase in the name of a person whom the purchaser is bound to support*.

Gift by married woman.—In cases not falling within the Married Woman's Property Act, 1882, a gift of chattels made by a wife to a stranger with her husband's consent is effectual: *Lucas v. Lucas* (1 Atk. 270).

At the Newbury County Court on Wednesday, Mr. Alfred Vince brought an action against Mr. Beach, M.P., Master of the Vine Foxhounds, to recover £50 for trespass and damages. The case for the plaintiff was that on the 5th of March, Perry, the huntsman, rode with the pack through a sheepfold on the plaintiff's farm, frightening the sheep, some of which were directly injured, and that as the result thirteen animals either died or had to be slaughtered. It was further alleged that the sheep sustained such fright that their condition became seriously deteriorated, and that altogether the plaintiff had sustained a loss of nearly £300, but only sought to recover £50. The evidence of the veterinary surgeons called was against the allegation that fright caused the deterioration of the flock, and the huntsman proved that a man working on the farm lifted a hurdle to allow him and the hounds to pass through the fold, without any protest from the shepherd, who was standing near. It was denied that the hounds chased the sheep. The judge is stated to have held that there was no trespass, the plaintiff having welcomed the hounds for many seasons, and, further, that there was no want of due and reasonable care on the part of the huntsman. He was unable to hold that any of the sheep suffered direct injury by the hounds passing through the fold or that the deterioration of the flock resulted therefrom. He therefore gave judgment for the defendant.

REVIEWS.

MARINE INSURANCE.

ARNOLD ON THE LAW OF MARINE INSURANCE. SIXTH EDITION. By DAVID MACLACHLAN, M.A., Barrister-at-Law. Stevens & Sons, H. Sweet & Sons, and W. Maxwell & Son.

Since the appearance of the last edition of this work in 1877, the cases upon its subject have been many and important, no less than eight, for instance, having been taken to the House of Lords during the last four or five years. We have tested the book in connection with cases great and small, and, with the exception of the comparatively unimportant *Difiori v. Adams* (53 L. J. Q. B. 437), have not been able to discover a single omission, and the only criticism we have to make on this branch of the editing is that a reference to the text ought to have been given at the single "Addendum" of *Marine Insurance Co. v. China Transpacific Steamship Co.* (11 App. Cas. 573), together with some comment upon its effect, more especially as the editor draws special attention in the preface to the "three per cent. memorandum." As to the mode in which the new cases have been inserted, we have, as a rule, nothing but praise to bestow. Take, for instance, *Inglis v. Stock* (10 App. Cas. 263). The principle is first clearly stated, and then we have, what is necessary in cases of this kind, a full statement of the facts and of the mode in which the decision was arrived at. We are glad to observe, too, that Mr. MacLachlan continues fearlessly to express his own opinion where he happens to differ from learned judges, as where he says that *Burton v. English* (12 Q. B. D. 218) and *Crooks v. Allan* (5 Q. B. D. 38) "cannot be sustained before any court in England" (page 861), though it is going too far to speak, even in a note (page 103), of a "grossly erroneous decision of the Lords."

We rather regret to notice that the lengthy comments on *Lohre v. Aitchison* and on the meaning of "average" are still retained. These do great credit to the editor's learning and research, but we cannot think them of much assistance to the reader; and we would suggest, too, that the time has come when the facts of the earlier cases might be either omitted or condensed with great advantage.

In the way of addition it would have been well to have given the whole of the Act 34 Vict. c. xxi., incorporating "Lloyds," which, being a local Act, is not easily accessible. Curiously enough it is not referred to in the index, nor are the "rules," where referred to in the text (see page 150), stated to be printed in the appendix.

The index is remarkably good, both in quality and quantity, but we regret to observe that in the great majority of cases a reference to only one set of reports is given.

BANKRUPTCY.

A TREATISE ON THE LAW OF BANKRUPTCY, CONTAINING A FULL EXPOSITION OF THE PRINCIPLES AND PRACTICE OF THE LAW, INCLUDING THE LAW UNDER THE BANKRUPTCY ACT, 1883, THE BILLS OF SALE ACTS, 1878 AND 1882, AND SECTION 10 OF THE JUDICATURE ACT, 1875, ALSO THE LAW RELATING TO PRIVATE ARRANGEMENTS WITH CREDITORS. SIXTH EDITION. By GEORGE YOUNG ROBSON, Esq., Barrister-at-Law. Reeves & Turner.

The present edition of Mr. Robson's well-known work appears as a stately volume, with all the advantages which excellent type and a large page afford. As regards the decisions on the Bankruptcy Act and the Bills of Sale Acts since the last edition, we may say that the characteristic of former editions is preserved; the cases are digested—not merely strung together in foot-notes or the head-notes copied in the text. There are few books which have passed through so many editions and yet read so much like a new book written in view of the latest, as well as the earlier cases. A new chapter on private arrangements with creditors has been added, in which the subject is very fully considered under the heads of compositions, assignments, and the effect of these on the remedies of creditors and on sureties and secured creditors; and forms relating to statutory arrangements with creditors have been added to the appendix.

SUMMARY JUDGMENT.

THE LAW AND PROCEDURE OF SUMMARY JUDGMENT ON SPECIALLY-ENDORSED WRITS UNDER ORDER 14. By C. CAVANAGH, B.A., LL.B., Barrister-at-Law. Waterlow & Sons (Limited).

Mr. Cavanagh has produced a very valuable and complete little treatise on order 14. He cites and discusses all the cases on the subject (so far as we have been able to discover) with much acumen. His references to cases have dates, and though only one set of reports is referred to in the text, all the others are to be found in the table of cases. We observe that Mr. Cavanagh predicts the reversal of *Daubus v. Lavington* (13 Q. B. D. 347), and we are inclined to agree with him. We doubt the propriety of citing the *Times Reports* at such length as is done in the *Lascelles* case (see p. 129), but a

little occasional prolixity is the only fault we have to find with the work.

EQUITY INDEX.

CHITTY'S INDEX TO ALL THE REPORTED CASES DECIDED IN THE SEVERAL COURTS OF EQUITY IN ENGLAND, THE PRIVY COUNCIL, AND THE HOUSE OF LORDS, WITH A SELECTION OF IRISH CASES, ON OR RELATING TO THE PRINCIPLES, PLEADING, AND PRACTICE OF EQUITY AND BANKRUPTCY; FROM THE EARLIEST PERIOD. FOURTH EDITION. By HENRY EDWARD HIRST, B.C.L., M.A., Barrister-at-Law. Vol. 4. Stevens & Sons; H. Sweet & Sons; W. Maxwell & Son.

This volume brings the Index up to the end of the letter O, and includes the important headings of "Statute of Limitations," "Insurance," "Landlord and Tenant," "Legacy," and "Mortgage." Taking the Statute of Limitations heading alone, the ten leading sub-headings under which the matter is arranged form an excellent guide to the various branches of the subject; and by the numerous sub-sub-headings and minuter divisions the reader can, from the table prefixed to the title, find his way with little difficulty to the matter he is in search of. The arrangement of matter in the different divisions appears to be careful and convenient.

PETITION OF RIGHT.

THE LAW AND PRACTICE OF PETITION OF RIGHT UNDER THE PETITIONS OF RIGHT ACT, 1860. By WALTER CLODE, Barrister-at-Law. William Clowes & Sons (Limited).

This is a very satisfactory book upon an entirely new subject. There is a very full statement of the cases and authorities in the first part, and the Act of 1860 is printed with copious notes in the second. There is also an appendix containing a title of all petitions of right presented between 1860 and 1876, showing their subject-matter and result, and an appendix of the laws of the subject in Ireland, Scotland, and "certain colonies and dependencies." Very great research and pains have evidently been expended by the writer, and though the antiquarian portion of the subject is very fully dealt with, we are not prepared to say that the author has gone too far in this respect.

CHARTER-PARTIES.

THE CONTRACT OF AFFREIGHTMENT AS EXPRESSED IN CHARTER-PARTIES AND BILLS OF LADING. By T. E. SCRUTTON, M.A., LL.B., Barrister-at-Law. William Clowes & Sons (Limited).

Mr. Scrutton has attempted the difficult task of reducing the law of his subject "to a series of principles in the form of a digest," and has added notes "either discussing the numerous legal difficulties which arise, or stating the present commercial practice." The notes are very good indeed, short and sensible, and Mr. Scrutton has followed the example of Lord Blackburn in his "Contract of Sale" in giving the dates of the decisions referred to. He is, to our thinking, quite right in having omitted old authorities, which have become by change of time obsolete. The book is one which promises well.

The Home Secretary stated in the House of Commons last week that there are about 34,000 photographs of criminals registered in the Criminal Investigation Department.

At the Bristol Assizes, on the 8th inst., before Mr. Justice Cave, without a jury, the case of *The Guardians of the Thornbury Union v. Greenfield and Others* was heard, which raised an important question as to the appointment and salary of an assistant overseer, and the consequences to his sureties of an alteration in the latter. Greenfield was appointed an assistant overseer for the township of Hinton and Berkeley, and entered into a bond with two sureties for the due performance of his duties, under 59 Geo. 3, c. 12. In 1879 the vestry agreed to raise his salary from £10 to £15 a year. In 1886 Greenfield resigned, and by the auditor's certificate was found to be a defaulter to the extent of £186 for Hinton and £44 for Berkeley. The sureties were now being sued on the bond, but they contested their liability on the ground that the vestry, by raising Greenfield's salary, had thereby created a new office, and that the sureties were only liable for defaults committed during the former office at the first salary. No such default was proved. For the plaintiffs the case of *Frank v. Edwards* (8 Ex. 214), in which the reduction of an assistant overseer's salary was held not to discharge the sureties, was cited, and also *Skillett v. Fletcher* (2 Q. B. 473). For the defendants it was contended that the sureties were discharged, and the following cases were cited:—*Liverpool Waterworks v. Atkinson* (6 East 507), *Bamford v. Iles* (3 Ex. 260), *Holland v. Lea* (9 Ex. 430), *London and North-Western Railway v. Whinney* (10 Ex. 77). After considerable argument on other points arising in the case, Cave, J., decided that the case of *Frank v. Edwards* ought to prevail, and, consequently, judgment was given for the plaintiffs for an agreed sum of £196 odd, with costs.

CASES OF THE WEEK.

WELDON v. NEAL—C. A. No. 1, 4th August.

PRACTICE—AMENDMENT—ADDING CAUSES OF ACTION BARRED BY THE STATUTE OF LIMITATIONS.

On the 1st of September, 1883, the plaintiff, Mrs. Weldon, brought an action for slander against the defendant. At the trial the plaintiff was nonsuited on the ground that she had not alleged special damage in her statement of claim, the judge refusing her leave to amend. Subsequently, the Court of Appeal granted a new trial, giving the plaintiff "leave to amend." On the 6th of April, 1887, the plaintiff amended her claim by adding paragraphs containing claims for assault and false imprisonment, which, if a fresh action were commenced in respect thereof, would be barred by the Statute of Limitations. The Divisional Court (Field and Wills, JJ.) ordered those paragraphs to be struck out. The plaintiff appealed. *Clarapade v. Commercial Union Association* (32 W. R. 263), *Steward v. North Metropolitan Tramways Co.* (34 W. R. 317, 16 Q. B. D. 558), and *Doyle v. Kaufman* (26 W. R. 98, 3 Q. B. D. 340) were referred to.

The Court (Lord Esher, M.R., Lindley and Lopes, L.JJ.), dismissing the appeal, said that where an amendment was allowed it was subject to this rule, that no amendment should be made which would injuriously alter the rights which the parties would have if there were no amendment. In this case, if a fresh action were brought in respect of these new claims, the defendant would have the Statute of Limitations as a defence, whereas he would be deprived of that defence if the amendment was allowed. The court would thereby deprive the defendant of a right, and would be allowing the plaintiff to take advantage of the old action to get rid of the statute. Except under the most extreme circumstances the court would not sanction that. The paragraphs must, therefore, be struck out.—COUNSEL, Wood Hill. SOLICITOR, J. Neal.

MAPLE & CO. v. EARL OF SHREWSBURY—C. A. No. 1, 9th August.

PRACTICE—PAYMENT INTO COURT—DENIAL OF LIABILITY—JURISDICTION TO ORDER PAYMENT OUT—R. S. C., 1883, XXII., 6 (c.).

In an action for £21,000, the price of goods sold and delivered, the plaintiffs applied for judgment under order 14. The judge made an order giving the defendant liberty to defend on paying £15,000 into a bank for the benefit of those whom it might concern, with liberty to any party to apply. The defendant then delivered a defence in which he denied liability and alternatively paid £3,000 into court as sufficient with the £15,000 in the bank to satisfy the plaintiffs' claim. The plaintiffs applied for an order that the £18,000 be paid out to them, at the same time wishing to continue the action. The Divisional Court (Grove, J., and Huddleston, B.) made the order. The defendant appealed.

The Court allowed the appeal. Lord Esher, M.R., said that the defendant had been allowed to defend the action upon certain terms. After the defence denying liability and alternatively paying money into court, ord. 22, r. 6, became applicable. The plaintiffs under clause (a.) might have accepted the £18,000 in satisfaction of their claim, and taken it out of court. But the plaintiffs did not do so, and clause (c.) applied. Under that clause, if a plaintiff did not accept in satisfaction the sum paid in, and proceeded with the action, the money was to remain in court and be subject to the order of the court—that is, subject to the final order of the court after the case was tried or the defence withdrawn. As long, therefore, as there was a defence on the record undetermined, no order could be made for payment of the money out. Lindley and Lopes, L.JJ., concurred.—COUNSEL, J. G. Witt; Cook, Q.C., (Sir E. E. Webster, A.G., with him). SOLICITORS, Lumley & Lumley; Hadden, Woodward, & Co.

PROCTOR v. BENNIS—C. A. No. 2, 4th August.

PATENT—INFRINGEMENT—ACQUIESCENCE BY PLAINTIFF.

This action was brought to restrain the infringement of the plaintiff's patent by the defendants. One of the defences raised was acquiescence in the defendants' infringement by reason of the plaintiff not having given them notice of infringement.

The Court of Appeal (Cotton, Bowen, and Fry, L.JJ.) overruled this defence. Cotton, L.J., said that it was not a question of granting an interlocutory injunction, in which case the court would not interfere if the plaintiff had not been prompt in coming for relief, but the question was whether the plaintiff's rights were barred at the trial of the action. It was said that when the defendants were selling their machines the plaintiff went to purchasers and asked them to give his machine a trial, telling them that they would find it a better one. Did that amount to an admission that the defendants were at liberty to infringe his patent? It meant rather that, whatever the plaintiff's rights might be, the practical matter of superiority was enough for his particular purpose. Then it was said that the plaintiff had acquiesced in what the defendants had done by not giving them notice that they were infringing his patent. But the rights of a patentee did not depend on his giving notice to infringers, and the fact that the defendants had acted *bona fide* would not protect them from an injunction. In *Ramsden v. Dyson* (1 H. L. 140) Lord Cranworth said:—"If a stranger begins to build on my land, supposing it to be his own, and I, perceiving his mistake, abstain from setting him right, and leave him to persevere in his error, a court of equity will not allow me afterwards to assert my title to the land on which he had expended money on the supposition that the land was his own. It considers that, when I saw the mistake into which he had fallen, it was my duty to be active and to state my adverse title; and that it would be dishonest in me to remain wilfully passive on such an occasion, in order afterwards to profit by the mistake which I might have prevented." It was not shown that

the defendants were ignorant of the plaintiff's patent, nor that the plaintiff had reason to suppose that they were acting in ignorance. It would be straining the plaintiff's silence too far to say that, by not giving notice to the defendants of infringement, he had represented to them that there was none. There was no estoppel against the plaintiff by means of any representation upon which the defendants were entitled to rely. Bowen and Fry, L.JJ., concurred.—COUNSEL, Sir E. E. Webster, A.G., Moulton, Q.C., and Maberly; Aston, Q.C., and W. E. Bousfield; Rigby, Q.C., and Bather; O. L. Clave. SOLICITORS, A. Macdonald Blair, Manchester; Stringer, Manchester; Johnston, Harrison, & Powell; Chester, Mayhew, & Co.

Re SPENCER'S WILL—C. A. No. 2, 5th August.

WILL—CONSTRUCTION—ABSOLUTE BEQUEST—SECRET TRUST—EVIDENCE—ADMISSIBILITY.

A testator bequeathed £500 to two persons, "relying, but not by way of trust, on their applying the said sum in or towards the objects privately communicated to them by me." The testator's executors objected to pay over the money to the legatees, on the ground that it was given upon a trust, and they tendered affidavits to show that there was a trust. The legatees objected that the court could not go beyond the terms of the will. Bristowe, V.C., held that the evidence was admissible. The legatees appealed, and it was contended on their behalf that, as the will said there was no trust, the court could not inquire further. Where the will contained nothing to shew whether there was a trust or not, the court might hear extrinsic evidence and engraft a trust; but the testator had placed himself in peril of having his wishes disregarded, and the court could not create a trust. The principle was the same whether the donor was alive or dead, and if a living man gave money to another, expressing at the same time his wish that he should apply it to an unlawful purpose, the court could not interfere to prevent the gift, though it could prevent the application of the money.

The Court (Cotton, Bowen, and Fry, L.JJ.) affirmed the decision. Cotton, L.J., said that the case came before the court in a very unsatisfactory way, for, before it was known what would be said by the witnesses, or whether they had anything to say, it was inconvenient that the court should be called on to say whether their evidence was admissible. If the gift had been simply to the legatees, and it was proposed to adduce evidence that it had been made on a promise by the legatees, it was not disputed that the court would hear the evidence, and if there had been a promise by express words or by silence to perform the testator's wishes, the court would fasten on the legatees the obligation to carry out those wishes, though there had been no express trust, the testator having relied on the legatees' promise. Here the testator had not said that he had taken no promise from the legatees, but only that his use of the word "relying" was not to be taken as imposing any trust on them by the will. But he did rely on them, and, even if he had said he had not got a promise from them, that would not necessarily prevent the court from hearing evidence to shew whether there was a promise or trust, because otherwise testators would be able to defeat the Mortmain Act, or to give legacies for unlawful purposes. The court would not admit parol evidence to construe a will, but the question was whether parol evidence should be admitted to shew what circumstances induced the testator to make the bequest, and to enable the court to fasten on the legatees an obligation or trust. In *Russell v. Jackson* (10 Ha. 204) a gift was expressed as for the personal benefit of the legatees, and parol evidence was admitted to shew that circumstances existed which enabled the court to impose on the legatees an obligation to use the gift for certain purposes. The court was bound to admit parol evidence to shew whether the testator had communicated wishes to the legatees which would impose upon them an obligation to employ the legacy accordingly. Bowen and Fry, L.JJ., concurred.—COUNSEL, Pankhurst; Hopkinson. SOLICITORS, T. E. Jones, Manchester; W. R. Minor, Manchester.

Re LITTLE—C. A. No. 2, 2nd February.*

MARRIED WOMAN—REMOVAL OF RESTRAINT ON ANTICIPATION—SERVICE OF APPLICATION ON TRUSTEES OF SETTLEMENT—CONVEYANCING ACT, 1881, s. 39.

In this case an application was made, by originating summons, by a married woman that she might be at liberty to bind her life interest under a will, and to charge her life interest for the purpose of raising £300, notwithstanding the restraint on anticipation contained in the will. The summons was served on the applicant's husband, but not on the trustees of the will. Kay, J., granted the application to the extent of £110. The applicant appealed, with the view of obtaining a larger sum. On the hearing of the appeal the court suggested that the trustees of the will ought to have been served, but, on its being pointed out by counsel that the trust fund would not be affected,

The Court (Cotton, Lindley, and Lopes, L.JJ.) did not require the presence of the trustees, and they granted the application to the extent of £300.—COUNSEL, Whitley. SOLICITORS, Mear & Fowler.

DAVIES BROTHERS & CO. v. DAVIES—C. A. No. 2, 9th August.

COVENANT IN RESTRAINT OF TRADE—VALIDITY—REASONABleness.

This was an appeal from a decision of Kekewich, J. (*ante*, p. 331), the question being as to the validity of a covenant in restraint of trade. The plaintiff E. A. Davies and the defendant James Davies were brothers, and they had formerly carried on business in partnership with their father, who was since dead, in London and Wolverhampton, as galvanizers and galvanizing iron manufacturers. The partnership was dissolved, and

* We report this case, although out of date, as settling a point of practice of not infrequent occurrence.

E. A. Davies and his father purchased the defendant's interest in the business and the goodwill thereof, which he assigned to them by a deed dated the 11th of October, 1884. This deed contained the following covenant by the defendant:—"The said James Davies to retire wholly and absolutely from the partnership, and, so far as the law allows, from the trade or business thereof in all its branches, and not to trade, act, or deal in any way so as to either directly or indirectly affect the said E. Davies (the father) and E. A. Davies." The business was afterwards purchased by the plaintiff company. In 1885 the defendant commenced business in Old-street, London, as a galvanized iron merchant and manufacturer, in partnership with one Codner, who had been a traveller for the old firm. This trading was alleged to be a breach of the covenant, and the company and E. A. Davies brought the action to restrain the defendant from so trading. On behalf of the defendant it was contended that the covenant was too vague to be enforced, and that it was void as being in unlimited restraint of trade. Kekewich, J., thought that the covenant was not too vague, and that, without deciding what would be reasonable limits as regarded space in such a case, those reasonable limits would include the place where the defendant was carrying on his business. And his lordship granted an injunction to restrain the defendant from carrying on business in Old-street, or otherwise trading, acting, or dealing so as directly or indirectly to affect the company in their business. On the appeal it was contended on behalf of the plaintiff that the old common law rule, that a covenant in general restraint of trade was void, no longer existed, but that the test of validity was whether the restriction was reasonably necessary for the protection of the covenant.

THE COURT OF APPEAL (COTTON, BOWEN, and FRY, L.JJ.) reversed the decision and dismissed the action. COTTON, L.J., said that there was no objection to the first part of the covenant—that the defendant should retire wholly and absolutely from the partnership; the difficulty arose upon the latter part. The covenant, "to retire, so far as the law allows, from the trade or business," was expressed in a form which ought not to be followed. Parties ought to work out their own agreement, and not to leave it to the court to say how such an agreement was to be carried out. Was, then, the covenant such a one as the law would allow? If it was a covenant that the defendant would, so far as the law allowed, retire wholly from the trade or business, it was bad, because it absolutely restrained the defendant from carrying on business during his lifetime anywhere in England. Kekewich, J., was of opinion that the old rule, that covenants in restraint of trade were bad, as being contrary to public policy and the interest of the public, was no longer the law of the court. No doubt that rule had been modified to some extent, and it had been held that partial restraints might be good. The court would not consider the sufficiency of the consideration for the covenant, if there was valuable consideration. And, when there was a partial restraint, the court would consider whether the restriction was reasonably necessary for the protection of the covenant. An absolute unlimited restraint was bad; and when the restraint was partial, either in time or space, it would be good, if it was reasonably necessary for the protection of the covenant. In his lordship's opinion this rule still existed, and if it was to be altered it must be altered by the House of Lords. If the covenant in the present case meant that the defendant would, within such limits as the law might hold to be reasonable, not carry on the business, it was still one which the court ought not to enforce. Parties to such a covenant ought to fix the limit for themselves at their own peril. There was no definite rule as to the limits of a covenant in restraint of trade. The limit must depend on the circumstances of each case. In the present case the parties had endeavoured to throw on the court, without risking the validity of the covenant, the difficulty of determining in any particular case what the limit ought to be. The covenant was so wide that neither a court of law nor a court of equity would enforce it. As to the latter part of the covenant, "not to trade, act, or deal in any way so as either directly or indirectly to affect the said E. Davies and E. A. Davies," in his lordship's opinion the benefit of it did not pass to the company as purchasers of the goodwill of the business. It was personal to the father and brother of the defendant, and they only could sue upon it. BOWEN, L.J., agreed that the covenant was one which could not be enforced. It was not either for the benefit of the public or reasonably necessary for the protection of the covenant. It was not, therefore, necessary to decide whether the old common law doctrine ought to be altered by reason of the change in the conditions of modern life. The inclination of his opinion was that the old rule was too engrained in the history of this country to be altered, except by the House of Lords. If the covenant meant that the restriction was not to be unlimited, but that the limit was to be found in the law, it would be too vague, even if it was contained in an executory contract. The parties, if that was the meaning, had not made up their minds what they wanted, and were asking the court to make a contract for them. If the law would allow certain restrictions, there might be twenty inconsistent restrictions which would answer the purpose of the parties, and which the law would allow. How could the court say which of these was to be adopted when the parties had not made up their own minds? His lordship agreed as to the latter clause of the covenant. FRY, L.J., also declined to decide whether the old rule, that an unlimited covenant in restraint of trade was bad, still existed, though the inclination of his opinion was in the same direction as when he decided *Rousillon v. Rousillon* (28 W. R. 623, 14 Ch. D. 351). He was inclined to think that a reasonable covenant ought to be enforced. In the present case he thought the first part of the covenant too vague, and that the latter part applied so long as the father and brother were associated together in business. It did not pass with the goodwill of the business, and could not be broken after the death of the father.—COUNSELL, Barber, Q.C., Cock, Q.C., and Russell Roberts; Warrington, Q.C., and C. Walker. SOLICITORS, Brooks, Jenkins, & Co.; R. Chapman.

KURTZ v. SPENCE—C. A. No. 2, 5th August.

PATENT—ACTION TO RESTRAIN THREATS BY PATENTEE—RIGHT TO RAISE ISSUE OF VALIDITY OF PATENT—PATENTS, DESIGNS, AND TRADE MARKS ACT, 1883, s. 32—AMENDMENT OF PLEADINGS—R. S. C., 1883, XXVIII., 1.

This was an appeal by the plaintiff from the refusal of Kekewich, J., to allow an amendment of the statement of claim. The action was brought under section 32 of the Patents Act of 1883, which provides that "where any person claiming to be the patentee of an invention, by circular, advertisement, or otherwise, threatens any other person with any legal proceedings or liability in respect of any alleged manufacture, use, sale, or purchase of the invention, any person or persons aggrieved thereby may bring an action against him, and may obtain an injunction against the continuance of such threats, and may recover such damage (if any) as may have been sustained thereby, if the alleged manufacture, use, sale, or purchase to which the threats related was not, in fact, an infringement of any legal rights of the person making such threats. Provided that this action shall not apply if the person making such threats with due diligence commences and prosecutes an action for infringement of his patent." The present action was brought to restrain threats made by a patentee, and the statement of claim contained an allegation that the defendant's patent was invalid. On an application by the defendant to strike out this allegation Chitty, J., on the 12th of August, 1886, held (33 Ch. D. 579, 30 SOLICITORS' JOURNAL, 703) that in such an action the validity of the defendant's patent could not be put in issue, and that the plaintiff's proper course, if he desired to question the validity of the patent, was to petition under section 26 for its revocation, and his lordship ordered the allegation of invalidity to be struck out. In the recent case of *Challender v. Royle*, on the 22nd ult., the Court of Appeal (Cotton and Bowen, L.JJ.) (ante, p. 676) expressed an opinion that in such an action the validity of the defendant's patent could be put in issue. In consequence of this expression of opinion the plaintiff in the present action applied to Kekewich, J., to whom the action had meanwhile been transferred for trial, for leave to amend the statement of claim by restoring the allegation of the invalidity of the patent. Kekewich, J., thought that he was bound by the decision of his predecessor, which had not been appealed from, and refused the application. The plaintiff appealed from this refusal, and also applied to the Court of Appeal by original motion for leave to appeal from the order of Chitty, J., notwithstanding the expiration of the time limited for so doing.

THE COURT (COTTON and FRY, L.JJ.) refused the application for leave to appeal.

The appeal from Kekewich, J., was then heard, and

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) gave the leave to amend on certain terms. COTTON, L.J., said that he adhered to the opinion he had expressed in *Challender v. Royle*—that the question of validity could be raised in an action under section 32, and, being of opinion that it was the real question to be tried in the action, he thought leave to amend should be given. The court had refused the motion for leave to appeal, no good ground having been shown for it. But, as by amendment the substantial question could be raised, he thought it ought to be allowed, especially having regard to section 24 (7) of the Judicature Act, 1873, which required the court to give every possible remedy, so that as far as possible all matters in controversy between the parties might be completely and finally determined. He thought it would be better, if injustice to the defendant could be avoided, to allow the amendment, rather than to dismiss the action, and give leave to the plaintiff to bring a fresh one. But the court must take care that the defendant did not suffer any loss, and was not prejudiced in trying the question of validity. Particulars of objections to the patent should therefore be given by the plaintiff, and the defendant should have the right to begin and reply as if he had been plaintiff in an action for violation of his patent. The plaintiff must pay the costs of the application as between solicitor and client, and all costs thrown away, and the amendment must be made on or before the 9th inst. If these terms were not accepted the motion would be refused with costs as between party and party. BOWEN, L.J., concurred. FRY, L.J., differed. He thought that the other members of the court were too indulgent. The question whether the validity of the patent could be raised had been decided a year ago, and that decision could not be appealed from. No new matter of fact had arisen, but only a new view of the law, and the amendment was inconsistent with an existing order. It would be quite enough to allow the plaintiff to bring a fresh action. The Judicature Act required that all proper amendments should be allowed, but it was still possible for a plaintiff, by want of care, delay, or negligence, to deprive himself of the right of further harassing the defendant. The plaintiff accepted the terms proposed.—COUNSELL, Moulton, Q.C., and W. N. Lawson; Aston, Q.C., and Chadwick Hesley. SOLICITORS, Pritchard & Marshall; Jacques & Co.

Re ADAMS' TRUSTS—Kay, J., 6th August.

TRUSTEE—VESTING ORDER—INFANT HEIR OF LAST SURVIVING TRUSTEE—SERVICE OF PETITION—TRUSTEES ACT, 1850 (13 & 14 VICT. c. 60), s. 7.

A petition for a vesting order of real estate, the legal estate in which had descended upon the infant heir of the last surviving trustee, had not been served upon the infant.

KAY, J., directed that it should be so served, and that the petition should stand over for that purpose. On its coming on again counsel appeared for the infant and consented, and his lordship made the order.—COUNSELL, George Henderson; Blakeley. SOLICITORS, Albert Batchelor, for Gibly & Son, Ware.

FALCKE v. SCOTTISH IMPERIAL INSURANCE CO.—Kay, J., 3rd and 8th August.

PRACTICE—BILL OF REVIEW—JURISDICTION—DECISION OF COURT OF APPEAL.

This was a summons for leave to bring an action in the nature of a bill of review to vary an order made by the Court of Appeal upon a former summons in the action.

KAY, J., held that the Court still had power to give leave to bring an action in the nature of a bill of review, although it could now be done on summons instead of by petition, and that the grounds of relief were precisely the same as before the Judicature Act; and, further, that the application was rightly made to the High Court and not to the Court of Appeal.—COUNSEL, Solomon; Bonney. SOLICITORS, Harper & Battock; Langbourns & Stevens.

JENKINSON v. BRANDLEY MINING CO.; JENKS (CLAIMANT)—Q. B. Div., 8th August.

COMPANY—EXECUTION CREDITOR AND DEBENTURE HOLDER—INTERPLEADER.

This was an interpleader summons referred to the court by Pollock, B., at the request of the parties. The plaintiff, having obtained judgment in an action for goods sold against the defendants, who were a limited company incorporated under the Companies Act, proceeded to issue execution. The sheriff having seized certain goods of the defendants, the same were claimed by the claimant, who was the holder of twenty debentures for £100 each issued by the defendant company, being the whole of their first issue. Each of the debentures bore a reference to a mortgage deed, which contained a declaration of trust in favour of the debentureholders. Neither the debentures nor the mortgage deed were registered under the Bills of Sale Act, 1882. It was argued on behalf of the execution creditor that the debentures were merely bonds for the payment of money, and did not pass any property whatever in the goods unless registered under the Bills of Sale Act: *Brooksbush v. Railway Printing and Publishing Co.* (W. N., 1884, p. 70). The present case was distinguishable from *Ross v. Army and Navy Hotel Co.* (35 W. R. 40, 34 Ch. D. 45), which only applied as between grantor and grantees. On the part of the claimant it was contended that section 17 of the Bills of Sale Act expressly excluded debentures from the provisions of the Act, so that there was no necessity for registering them. Moreover, section 43 of the Companies Act, 1862, provided that every mortgage granted by a company should be registered in the company's register book; and practically anybody had a right to go and see the register; so that creditors of the company were sufficiently protected. At any rate, the debentures created an equitable charge in favour of the claimant: *Ross v. Army and Navy Hotel Co.*, in which case, as in this, there were debentures and an covering mortgage deed. The debentures entitled the holder to defeat the claim of the execution creditor: Judicature Act, 1873, s. 24, sub-section 4: *Engelbach v. Nixon*, 10 C. P. 645.

THE COURT (GROVE, J., and HUDDLESTON, B.) dealt with the case under ord. 57, r. 8, as the summons had been referred to the court at the request of the parties, and barred the claim of the claimant. These debenture bonds did not confer on the holder any such right of property as to make him a successful claimant in an interpleader issue. The claimant said that if he could not succeed on the mortgage, because it was not registered, he could succeed on the debentures; and he relied on section 17 of the Bills of Sale Act. But that section did not apply to all debentures generally, and it was doubtful whether it applied to the debentures of this company. The case of *Ross v. Army and Navy Hotel Co.* was different from this case. There it was decided that the debentures were a valid charge against the company. That was not a decision affecting third parties. The claimant was not entitled to succeed against the execution creditor.—COUNSEL, Wedderburn and D'Eyncourt; T. Wiles Chitty. SOLICITORS, Neel, Son, & Jones, for Isaac Lowthian, Keswick; Pritchard, Englefield, & Co.

BANKRUPTCY CASES.**Re LANGWORTHY, Ex parte LANGWORTHY—C. A. No. 1, 6th August.**

BANKRUPTCY—APPLICATION BY A BANKRUPT IN CONTEMPT—REFUSAL OF COURT TO HEAR HIM.

This was an *ex parte* appeal by the bankrupt, E. M. Langworthy, from Mr. Registrar Haslitt, refusing to appoint a day for the purpose of hearing an application by the bankrupt to be allowed to be represented on an inquiry before the Chief Official Receiver as to damages for breach of promise of marriage. The bankruptcy petition was personally served on the bankrupt in the Argentine Republic, where he was resident. The receiving order was not served on him, and the bankrupt did not appear upon any of the proceedings. The official receiver was holding an inquiry as to damages for breach of promise of marriage in a case of *Long v. Langworthy*, the plaintiff being Mrs. Mildred Langworthy, whose marriage has been declared null and void. The official receiver having reported that the bankrupt was in contempt in not filing any accounts and in not attending the proceedings in the bankruptcy, refused to allow the bankrupt to be represented on the inquiry. The registrar, holding that the bankrupt had been wilfully and systematically in contempt, refused to appoint a day for hearing the above application. It was argued for the bankrupt that he had never received notice of these proceedings, or even of the receiving order, and that the bankrupt wished to have an opportunity of going before the registrar and of shewing that he was not in contempt.

THE COURT (Lord Esher, M.R., LINDLEY and LOVELL, L.J.J.) dismissed the appeal. They held that, upon the facts, the bankrupt was in contempt, as he was wilfully staying away to defeat and delay his creditors. The bankrupt had been guilty of insolent behaviour towards the court, and was therefore in contempt. The court did not believe that he had any intention of shewing that he was not guilty of contempt, or even of purging his contempt, but he intended still to stay away out of the control of the court, while at the same time he might be represented by counsel and solicitor. The application must be refused.—COUNSEL, Winslow, Q.C., and Yate Lee. SOLICITORS, G. S. & H. Brandon.

CASES AFFECTING SOLICITORS.**LITCHFIELD v. JONES—North, J., 9th August.**

SOLICITOR—LONDON AGENT—DEFAULT IN PAYMENT OF MONEY—PERSON ACTING IN FIDUCIARY CAPACITY—COMMITTAL—DEBTORS ACT, 1869, s. 4, SUB-SECTIONS 3, 4.

This action was brought by the representatives of a deceased country solicitor against his former London agent for an account of moneys due from the defendant in respect of the agency, and the defendant had been ordered to pay to the plaintiffs a balance which had been found due from him. The defendant had failed to obey the order, and the plaintiffs moved to commit him for his default. It was contended that he was liable to arrest, as coming within the exceptions from the abolition of imprisonment for making default in payment of a sum of money which are contained in sub-sections 3 and 4 of section 4 of the Debtors Act, 1869. Sub-section 3 excepts "default by a trustee or person acting in a fiduciary capacity and ordered to pay by a court of equity any sum in his possession or under his control," and sub-section 4 excepts "default by a solicitor . . . in payment of a sum of money when ordered to pay the same in his character of an officer of the court making the order."

NORTH, J., though under the circumstances of the case he did not make an order of committal, was of opinion that the defendant came clearly within sub-section 3. But he expressed a doubt whether the defendant came within sub-section 4.—COUNSEL, Cocken, Q.C., and Woodfall; T. L. Wilkinson.

PRETTY AND OTHERS v. FOWKE.—Q. B. Div. (Stephen, J.), 9th August.

NEGLECT—SOLICITOR EMPLOYED TO PROCURE INVESTMENT FOR TRUST MONIES—INSTRUCTIONS TO VALUER.

The plaintiffs were trustees (the *cestui que trust* being also joined) for whom the defendant, a solicitor in Birmingham, had acted in an investment of certain of the trust moneys upon leasehold security. The defendant was employed in 1880 to find a good security for £500, and himself employed a Mr. Edwards to value the property now in question, consisting of manufacturing premises. The valuer reported that the property was a sufficient security for £500, which sum the trustees advanced upon it. The interest at once fell into arrear, the mortgagor became bankrupt, the property became unlet, and the trustees, being unable to realise, brought this action against their solicitor. The negligence imputed was that the defendant had neglected to inform Edwards, the valuer, of the terms of a tenancy under which one Smith held the premises of the mortgagor Ward. Edwards was instructed by the defendant that Smith held at a rent of £80, and that there was no written agreement between him and Ward, whereas in fact there was a written agreement for a lease, under which the landlord was liable to pay the rates and taxes, amounting to over £30. In his evidence Edwards said that had he known the terms of this tenancy he should not have reported the property as a good security for £500. The defendant, on the other hand, had, at the commencement of the negotiations, inquired of the mortgagor the nature of the tenancy, and had been informed by him that Smith held as a yearly tenant at a rent of £80. At the completion of the mortgage, the mortgagor, being asked whether there was any written agreement in existence with reference to the tenancy, replied that there was none. He also purported to convey "free from incumbrances." The question, therefore, was whether the defendant had sufficiently instructed Edwards in telling him what he had heard from the mortgagor, or whether, as the plaintiffs contended, he ought to have ascertained from Smith himself the terms of the tenancy. At the trial, which took place on the 24th of June, the jury found that the defendant had not made reasonable inquiries as to the terms of Smith's tenancy. They found, further, that if such inquiry had been made the valuer's report would have been affected, supposing the agreement created a fourteen years' lease, to the extent of £350; that the premises were a good security for £150; that their actual value in 1880 was £300, and at present £200. The case was now argued on further consideration when it was submitted on behalf of the plaintiffs that, on the findings of the jury, they were entitled to judgment for £500, or at the least for £350. The recent case of *Leary v. Whiteley* in the House of Lords was cited, as well as *Craig v. Watson* (3 Beav.), *Chapman v. Chapman* (9 Eq. 276), and other cases. On the other side it was argued that as the agreement between Ward and Smith contained a clause empowering the landlord to mortgage in his own name as owner, Ward was entitled to mortgage free of incumbrances, and the tenancy was in reality void as against mortgages. Apart from this it was urged that there was no negligence, and that the defendant was not bound to make further inquiries than he had done.

STEPHEN, J., said that, having regard, first of all, to the fact found by the jury that proper inquiries had not been made by Mr. Fowke; having regard also to the expression of the jury's opinion as to the value of the

security itself; and, lastly, having regard to the fact that Mr. Powke knew that his clients were trustees; taking all these considerations together, he was of opinion that he must give judgment for the plaintiffs for £400—£350 as the difference between the value of the security actually obtained and the sum which was to be advanced on it, and the remaining £50 as a round sum in consideration of arrears of interest and other matters. His lordship arrived at this conclusion with some degree of doubt, and not without considerable regret, because it was certain that Mr. Powke had acted quite *bona fide*. It had not been suggested that he had acted otherwise. Judgment was given accordingly, but his lordship granted a stay of execution on notice of appeal being given by Friday next.—COUNSEL, Lumley Smith, Q.C., and Sankey; Dugdale, Q.C., and Macmorran.—Times.

THE CORPORATION RECORDS.

SIR JOHN B. MONCKTON, the Town Clerk, has submitted to the Library Committee of the Corporation of London his eleventh annual report as to the condition of the records of the Corporation in his custody, and the progress made in arranging, calendaring, and indexing them. The calendar of the second series of Hustings Rolls, known as "Plea of Land," had been continued and carried down from the first year of the reign of King Edward IV. to the sixteenth year of Elizabeth, and it formed a useful corollary to the Calendar of Deeds, recently completed to the first series of rolls for the corresponding period. Mr. Maude had continued to devote himself to making an exhaustive index to all the names set out in the Calendar of Deeds. More than 45,000 slips had been written and alphabetically arranged, and the name of any party to a conveyance enrolled in the Court of Hustings from A.D. 1272 to 1373 could now readily be found. Dr. Sharpe was preparing a calendar to the wills enrolled in the Court of Hustings, and had completed a calendar of more than 2,000 wills enrolled between A.D. 1258 and 1348. The series continued down to A.D. 1688, after which year, for some reason that was not apparent, the enrolment of wills ceased in the Hustings, while that of deeds was continued down to the present day. The total number of wills enrolled amounted to a little over 4,000. It was not too much to say that the existence of so large a number of early wills had been hitherto comparatively little known, notwithstanding their title to be considered a unique collection, unapproached by any other in the kingdom, either in point of number or interest. The benefit to be conferred on history and literature by rendering their contents more widely known could hardly be over-estimated. To take but a single illustration. It was matter of history that in 1348 and 1349 the City was visited by an exceptionally severe epidemic, known as "the Black Death," which is recorded to have carried off fifty thousand of its inhabitants. Nothing could be more significant, or afford a better criterion of the effect of the scourge on the citizens of London, than the extraordinary number of wills proved and enrolled in the Hustings at the court held on January 25, 1348, and subsequent courts throughout that year. It was far in excess of those enrolled for any similar period. In comparison with that, it was curious to note that in 1665, when the City was visited by "the Great Plague," only one will was enrolled, and that a will nuncupative. That was to be accounted for by the custom of proving and enrolling wills in the Hustings having by that time almost died out. In the calendar now under preparation everything which possessed any conceivable interest or importance was, within reasonable limits, included. These limits must necessarily expand as the fifteenth and sixteenth centuries were approached, as the wills of that period became of much greater length, while the value of their contents, if possible, increased. The Corporation have decided to print the Calendar of Wills with an exhaustive index and a suitable introduction bearing upon the early history of testamentary disposition of real and personal property, and more especially the various customs of the City relating thereto; and the first part of the calendar is now in hand with that view.

LEGAL NEWS.

OBITUARY.

The Right Hon. JAMES ANTHONY LAWSON, LL.D., one of the judges of the Queen's Bench Division in Ireland, died at Shankill, near Dublin, on the 10th inst., at the age of seventy. Mr. Justice Lawson was the son of Mr. James Lawson, of Waterford, and was born in 1817. He was educated at Trinity College, Dublin, where he proceeded to the degree of LL.D. He was called to the bar at Dublin in 1840, and in 1857 he became a Queen's Counsel. He held for a short time the office of Whately Professor of Political Economy in the University of Dublin. In 1857 he unsuccessfully contested the representation of that university in the Liberal interest. In 1857-8 he was for a few months legal adviser to the Lord Lieutenant of Ireland, and in 1859 he became Solicitor-General for Ireland in the second administration of Lord Palmerston. In 1865 he became Attorney-General for Ireland, and was sworn in as a member of the Irish Privy Council, and while in office he successfully conducted many Fenian prosecutions. In December, 1868, he succeeded the late Lord O'Hagan as a puisne judge of the Court of Common Pleas. In 1882 he was transferred to the Queen's Bench Division, and it may be remembered that during the Land League agitation he presided at several important political trials, and that an attempt was made to

murder him while walking in Kildare-street, Dublin. Mr. Justice Lawson was a Commissioner of Irish Church Temporalities and a bencher of the King's-Inn, and in 1874 he acted as a commissioner of the Great Seal. He was married in 1842 to the eldest daughter of Mr. Samuel Merrick, of Cork.

APPOINTMENTS.

Mr. REGINALD JOHN CUST, barrister, has been appointed Chief Commissioner of West India Incumbered Estates, in succession to the late Mr. James Fleming, Q.C. Mr. Cust is the third son of the Hon. and Rev. Henry Cockayne Cust, and was born in 1828. He was educated at Trinity College, Cambridge, where he graduated as a wrangler and also in the second class of the Classical Tripos in 1852. He was called to the bar at Lincoln's-inn in Easter Term, 1856, and he practices in the Chancery Division and as a conveyancer. He has been for several years assistant-commissioner of West India Incumbered Estates.

Mr. EDWARD WINGFIELD, barrister, has been appointed Assistant-Commissioner of West India Incumbered Estates, in succession to Mr. Reginald John Cust, who has been appointed Chief Commissioner. Mr. Wingfield is the fourth son of Mr. John Muxloe Wingfield, of Tickencote, Rutlandshire, and was born in 1834. He was educated at Winchester, and he was formerly fellow of New College, Oxford, where he graduated first class in Classics and second class in Mathematics in 1856. He was called to the bar at Lincoln's-inn in Trinity Term, 1859. Mr. Wingfield formerly practised in the Court of Chancery, and he was for several years on the staff of the *Law Reports*. He has been an assistant under-secretary of State for the Colonies since 1878.

Mr. ARTHUR SOTHERON ESTCOURT, solicitor, of Newport, Isle of Wight has been appointed Town Clerk of the borough of Newport, in succession to Mr. Richard Roach Pittis, resigned. Mr. Estcourt was educated at Marlborough College, and at Trinity Hall, Cambridge, where he graduated in the second class of the Law and History Tripos in 1874. He was admitted a solicitor in 1879.

Mr. WILLIAM MUSGROVE HOPLY, barrister, has been appointed Assistant Law Adviser to the Government of the Cape Colony. Mr. Hopley is the eldest son of Mr. Frederick Hurling Hopley, and was born in 1854. He was educated at Pembroke College, Cambridge, where he graduated in the first class of the Law Tripos in 1878, and he was called to the bar at the Inner Temple in January, 1878.

Mr. RICHARD RINGWOOD has been appointed a Revising Barrister for the West Riding of Yorkshire. Mr. Ringwood is the fourth son of Mr. Richard Ringwood, of Farrenmurry, Kilkenny. He was educated at Trinity College, Dublin, and he was called to the bar at the Middle Temple in Trinity Term, 1873. He practices on the North-Eastern Circuit.

Mr. MORGAN MORGAN, solicitor (of the firm of Morgan & Scott), of Cardiff, has received the honour of Knighthood. Sir M. Morgan was admitted a solicitor in 1866. He is mayor of Cardiff for the present year.

PARTNERSHIPS DISSOLVED.

WALTER STORRY and JOHN ROBERT ROBERTS, solicitors (Storey & Roberts), Halifax. July 30.

THOMAS WALL and JAMES HINDS, solicitors, Stourbridge. July 29.

[Gazette, Aug. 5.]

GENERAL.

It is stated that the Doncaster Town Council on Wednesday suspended Mr. W. E. Shirley, the town clerk.

The Royal Assent was given on Monday to the Water Companies (Regulation of Powers) Act, Public Libraries Acts Amendment Act, Incumbents Resignation Act, Crofters Holdings (Scotland) Act, First Offenders Act, Allotments and Cottage Gardens Compensation for Crops Act, Markets and Fairs (Weighing of Cattle) Act, and a number of private and Provisional Orders Confirmation Acts.

To meet expenses incurred by the Local Government Board a Bill has been introduced by Mr. Ritchie to authorize the Board to make, with the consent of the Treasury, regulations prescribing the fees to be paid by local authorities in respect of applications for the sanction of loans and for provisional orders, and also in respect of local inquiries held by the Board's inspectors. When a regulation is thus made by the Board it is to be laid before Parliament. Another provision of the Bill is that expenses paid by a local authority are not to be disallowed by a district auditor if they have been sanctioned by the Local Government Board.

The Lincolnshire estates of the late Lord Saye and Sele were offered for sale by public auction at Spalding on Wednesday. The estate consisted of 2,781 acres of arable and grass land and farmhouses, all being tie free, and the freehold let at a yearly rental of £5,191. The estate was offered in a hundred lots, which include 28 farms of from 40 to 200 acres in extent. The attendance was large, but very poor prices were offered, and only half the lots were sold, many not receiving a bid. Altogether 808 acres 1 rood 25 poles were sold for £30,273, or an average of less than £40 an acre with buildings.

For some weeks past a departmental committee nominated by the Government have been sitting for the purpose of inquiring into the manner in which the legal business of the Treasury is conducted. The committee consists of Sir Henry James, chairman, Lord Justice Bowen,

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Mr. H. H. Fowler, Mr. John Hollams, and Mr. F. Mowatt, with Mr. H. W. Loehnis as secretary. The inquiries of the committee have been directed to secure a more efficacious and more economical conduct of legal business in connection with the Treasury, which for such purpose includes virtually all the Government departments. At the conclusion of Sir Augustus Stephenson's examination, which lasted for several days, the committee adjourned for the vacation, to meet again at the end of October.

The Corporation of London and the recorder (Sir T. Chambers, Q.C.), are at present in controversy as to the filling up of the office of assistant judge of the Mayor's Court, which became vacant some months ago on the death of Mr. Woodthorpe Brandon. The question forms the subject of a report of the Law and City Courts Committee, who state that as some doubt was felt by them as to the power of the recorder to appoint a permanent assistant judge of the Mayor's Court, and as to whether the appointment of an assistant judge would not terminate on the appointing judge ceasing to hold office, they took the opinion of the Attorney-General and Mr. R. S. Wright, with the recorder's, upon it. The Attorney-General and Mr. Wright's opinion was as follows:—"We are unable to advise that any assurance of permanency can be given to a person accepting the position of deputy or assistant judge under the (Borough and Local Courts of Record) Act of 1872 and the Order in Council. The language of the Act appears to us rather to indicate that the person appointed is to be the personal deputy or assistant of the judge who appoints him, and that each judge is to be free to appoint a person selected by himself. The provision of the Order in Council requiring that the period of time for which the appointment is made shall be specified seems also to be more consistent with a temporary rather than with a permanent appointment. The point is not free from doubt, but upon the whole we think that in whatever form the appointment is made it will terminate on the retirement or death of the appointing judge." The recorder declined to sign that opinion, but said the form of appointment which he had drawn left the question open for consideration when the office of recorder became vacant. The appointment made by the recorder, and approved by the Lord Chancellor, sought to constitute Mr. Francis Roxburgh a permanent assistant judge of the Mayor's Court. The committee submitted the appointment made by the recorder to the Attorney-General and Mr. Wright, for them to advise as to its sufficiency and validity, and, if necessary, to settle such a form of appointment as would meet the requirements of the Act. The Attorney-General and Mr. Wright expressed their opinion that the corporation could not properly be advised to concur in the appointment in its present form, but that the appointment should follow the language of the Act, and should conform to the Order in Council by specifying the duty which the assistant judge was to perform and the cause for his appointment and the period for which the appointment is made. Looking to these opinions, the committee report that no other course is open to them but to recommend the Common Council not to confirm the appointment made by the recorder. The latter has intimated that if the corporation refuse to approve the appointment in its present form he must ask the Lord Chancellor to approve a form which names a term of years. So the matter stands until after the vacation, and meanwhile Mr. Roxburgh is acting temporarily as assistant judge in the court.

WINDING UP NOTICES.

London Gazette.—FRIDAY, August 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

NIEMAN CORNISH & CO. LIMITED.—Petition for winding up, presented Aug 3, directed to be heard before Kekewich, J., sitting as Vacation Judge, on Wednesday, Aug 17. Wolferton & Avery, Ironmonger lane, Cheapside, solicitors for petition.

BERKELEYTON ICE CO. LIMITED.—Petition for winding up, presented July 30, directed to be heard before Kekewich, J., sitting as Vacation Judge, on Wednesday, Aug 17. Burton, Blackfriars rd, solicitors for petitioners.

WOOLWICH (OLD BARRON HOUSE) STEAM FERRY, LIMITED.—By an order made by Kekewich, J., dated July 23, it was ordered that the company be wound up. Bland, Queen st, solicitor for petitioner.

YORKSHIRE AERATED WATER CO. LIMITED.—Creditors are required, on or before Oct 10, to send their names and addresses, and the particulars of their debts or claims, to Isaac Senior, East parade, Leeds. Wednesday, Oct 20, at 12, is appointed for hearing and adjudicating upon the debts and claims.

FRIENDLY SOCIETIES.

SUSPENDED FOR THREE MONTHS.

NEWCASTLE UPON TYNE HEBREW PHILANTHROPIC SOCIETY, Synagogue Chambers, Temple st, Newcastle upon Tyne. Aug 3.
ROBEY OF THE VALLEY LODGE, Independent Order of Odd Fellows, Manchester Unity, Royal Oak Inn, Deane Bank, Leeds. Aug 3.

London Gazette.—TUESDAY, August 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ADAM EYTON, LIMITED.—North, J., has by an order, dated June 30, appointed Anthony Wigham Chambers, 5, Fenwick st, Liverpool, to be official liquidator. Creditors are required, on or before Sept 17, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, Oct 23, at 12, is appointed for hearing and adjudicating upon the debts and claims.
DEVON AND CORNWALL DAIRY FARM CO. LIMITED.—North, J., has by an order, dated July 1, appointed Frederick Haddon Linnett, 31, Charterhouse st, to be official liquidator.

GRADUATED COUNTY SCHOOLS' ASSOCIATION, LIMITED.—Kay, J., has fixed Friday, Aug 19, at 12, at his chambers, for the appointment of an official liquidator.
ROWE & CO. LIMITED.—North, J., has by an order, dated July 28, appointed James Cooper to be official liquidator.

MR. JAMES'S HALL ASSURANCE, LIMITED.—By an order made by Kay, J., dated July 30, it was ordered that the voluntary winding up of the company be continued. Whitfield, Finsbury pavement, solicitor for petitioners.

FRIENDLY SOCIETIES DISSOLVED.

LONDON STEAMBOAT CO. LIMITED, PROVIDENT SOCIETY, 7, Adelaide buildings, London Bridge. Aug 6.
ST. CRISPIN LODGE FRIENDLY SOCIETY, Christian's Refuge Sunday School, Hasel Grove, Chertsey. Aug 2.
TOTAL ABSTINENCE SICK AND BURIAL FRIENDLY SOCIETY, New Schoolrooms, Aspathia, Cumberland. Aug 4.

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, August 5.

ANDREW, ELIZABETH, Southport. Oct 1. Earle & Co, Manchester.
BATHLEY, JAMES, Woolston, near Southampton, Gent. Sept 30. Moberly & Wharton, Southampton.
BIRCH, EUGENIE, Victoria st, Westminster, Engineer. Sept 30. Coods & Co, Bedford row.
BOOTH, JOHN, Fingest, Buckingham. Sept 14. Parker & Wilkins, High Wycombe.
BOYKES, JAMES, Liverpool, Licensed Victualler. Aug 19. Snowball & Lewis, Liverpool.
CARRINGTON, SAMUEL, Piccadilly, Licensed Victualler. Sept 17. Peckham & Co, Knight Rider st, Doctors' commons.
CHARLSON, WILLIAM, Bedford, Chemist. Sept 7. Marsh & Co, Leigh, Lancashire.
CROFTS, WILLIAM CARRICK, Church Gresley, Derby, Surgeon. Sept 17. Smith & Mammatt, Ashby de la Zouch.
CURRIE, REV. MAYNARD WODEHOUSE, Hingham, Norfolk. Oct 1. Bircham & Co, Parliament st, Westminster.
DAVIES, WALTER, Bowdon, Chester. Oct 1. Earle & Co, Manchester.
ELLIOTT, EVERETT, Standon, Hertford, Publican. Sept 30. Hunt, Ware, Herts.
HAWORTH, JAMES, Walshaw, near Bury, Cotton Spinner. Sept 1. Grundy & Co, Manchester.
HAYNES, THOMAS, Stapenhill, Derby, Gent. Sept 1. Drewry, Burton on Trent.
HIGGINS, THOMAS, Farnborough, Warwick, Farmer. Sept 29. Moulin-Browne, Leamington.
HOWIE, THOMAS, Lansdowne rd, Eps. Sept 10. Miller & Son, Savile row, Burlington gardens.
HYMERS, REV. JOHN, Brandesburton, York. Aug 31. Mills, Hull.
LENNON, WILLIAM, Sheriff Hutton, York, Land Agent. Sept 15. Phillips, York.
LLOYD, MARIANNE, Church Stretton, Salop. Sept 3. Salter & Giles, Ellesmere, Salop.
MARSHALL, GEORGE HERBERT, Patrington, York, Esq. Sept 3. Robinson & Son, Beverley.
MASON, WILLIAM, Leigh, Gent. Aug 24. Marsh & Co, Leigh, Lancashire.
MATHEW, WILLIAM, Kettlethall, Suffolk, Farmer. Sept 15. Fowell, Harling, Suffolk.
PAGE, ALFRED, Church rd, Acton, Tare Carter. Aug 31. Blake & Co, College Hill, Cannon st.
SMITH, JOHN FRANKLIN, St Paul's rd, Camden sq. Sept 14. Clarke & Co, Lincoln's inn fields.
SMITH, GEORGE, Smethwick, Stafford, Blacksmith. Aug 30. Lane & Clutterbuck, Birmingham.
STEAD, AUGUSTUS WILLIAM, Guildford st, Russell sq, Accountant. Sept 15. Beyliss & Beyliss, Lincoln's inn fields.
WALLINGTON, RICHARD JOHN, Bedworth, Warwick, Gent. Sept 15. Woodcock & Co, Coventry.
WOOD, LUZ, Ross, Hereford. Sept 30. Leigh, Manchester.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 11b, Victoria-st, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS and STUTTERERS should read a little book by Mr. B. BRAYLEY, Baron's Court House, West Kensington, London, price 12 stamps. The Author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, August 5.

RECEIVING ORDERS.

ALBERT, EDWARD, EMANUEL ALBERT, and FRANCH HAUTEKAMP, Wharf rd, Leitchfield rd, Notting hill, Glass Manufacturers. High Court. Pet July 14. Ord July 30.
ALDERSON, JOHN, Shipley, Yorks, Carter. Bradford. Pet Aug 2. Ord Aug 3.
BARNES, WILLIAM CHARLES, New Olee, Snack Owner. St Grimby. Pet Aug 3. Ord Aug 3.
BARTON, JOHN, Folkestone, Corn Dealer. Canterbury. Pet July 30. Ord July 30.
BARTHOLOMEW, GEORGE ARTHUR, Southend, Licensed Victualler. High Court. Pet July 7. Ord Aug 2.
BARTON, ARTHUR WILLIAM, Chalk Farm rd, Cheesemonger. Pet July 31. Ord Aug 2.
BERRIDGE, WILLIAM, Longley st, Bermondsey, Corn Dealer. High Court. Pet Aug 2. Ord Aug 2.
BIRNIE, JAMES, Nelson, Lancs, out of business. Burnley. Pet July 28. Ord July 30.
BOULEY, JOSEPH THOMAS, Sheffield, Builder. Sheffield. Pet Aug 2. Ord Aug 3.
BRIDGER, BRUBEN, High rd, Kilburn, Draper. High Court. Pet July 30. Ord July 30.
BURGESS, SARAH ANN, Far Forest Rock, nr Bowdley, out of business. Kidderminster. Pet July 23. Ord July 23.
BUWELL, JAMES, Keworth, Saddler. Warwick. Pet July 30. Ord July 30.
CATLEY, ARTHUR, Norfolk st, Strand, Solicitor. High Court. Pet July 3. Ord Aug 2.
CORREY, JOHN, Finsley hill, nr Mansfield, Tailor. Nottingham. Pet July 28. Ord July 28.
COWAT, THOMAS, Exeter, Baker. Exeter. Pet July 28. Ord July 28.

CROOK, HENRY, Oakford rd., Highgate rd., Maker of Woollen Goods. High Court. Pet July 9. Ord Aug 3.
 CROWTHER, JOSEPH, West Vale, nr Halifax, General Dealer. Halifax. Pet July 29. Ord Aug 3.
 DAVIES, HENRY, Llandymul, Cardiganshire, Saddler. Carmarthen. Pet July 30. Ord July 30.
 DEWHURST, ANDREW, Gt Harwood, Lancs, Weaver. Blackburn. Pet July 29. Ord July 29.
 ELLIOTT, SAMUEL, Aliphington, Devon, Nurseryman. Exeter. Pet July 30. Ord July 30.
 ELLIS, ROBERT, Barrow in Furness, Chartered Accountant. Ulverston and Barrow in Furness. Pet July 18. Ord July 18.
 FISHER, JOHN, Nottingham, Tailor. Nottingham. Pet Aug 2. Ord Aug 2.
 GERRARD, THOMAS, Hindley, Grocer. Wigan. Pet Aug 3. Ord Aug 3.
 GORE, SAMUEL, Tenby, Worces, Livery Stable Keeper. Kidderminster. Pet July 21. Ord July 21.
 HAMMICK, HORATIO HONNIVILL, Pall Mall, Wine Merchant. High Court. Pet July 30. Ord July 30.
 HAZLEWOOD, CHARLES, Deptford, Olifman. Greenwich. Pet July 20. Ord July 19.
 HIGGINS, S., Leather lane, Provision Dealer. High Court. Pet July 21. Ord Aug 3.
 HILLS, JOHN, Rochester, Mariner. Rochester. Pet July 30. Ord July 30.
 HIRST, SAMUEL, Leeds, Bill Discounter. Leeds. Pet Aug 3. Ord Aug 3.
 HOLIDAY, JAMES, Eddington, nr Grantham, Farmer. Nottingham. Pet July 19. Ord July 19.
 HUDSON, WILLIAM JOHN CHARLES, Margate, Baker. Canterbury. Pet Aug 2. Ord Aug 2.
 HUGHES, WILLIAM, and THOMAS OWEN, Bangor, Ironmongers. Bangor. Pet Aug 2. Ord Aug 2.
 INGHAM, WILLIAM ROBERTSON, Rawlinson, Lancs, Ironfounder. Blackburn. Pet July 19. Ord Aug 3.
 JARVIS, THOMAS, Derby, Out of business. Leicester. Pet July 30. Ord July 30.
 JONES, WILLIAM, Plough lane, New Wandsworth, Grocer. Wandsworth. Pet July 30. Ord July 30.
 LEON, MARCUS, Grosvenor rd, Piccolo. High Court. Pet July 4. Ord July 22.
 LEWIS, HENRY, Caldwell, Mon, Grocer. Newport, Mon. Pet Aug 2. Ord Aug 3.
 LEWIS, JAMES THOMAS, Pembroke Dock, Grocer. Pembroke Dock. Pet Aug 2. Ord Aug 2.
 LIDDYATT, RICHARD KILMISTER, Chalford, nr Stroud, Builder. Gloucester. Pet July 30. Ord July 30.
 LITTLE, ALFRED ROBERT, Workshop, Painter. Sheffield. Pet Aug 3. Ord Aug 3.
 MILLA, JOSEPH, Hanley, Staffs, Brickmaker. Hanley, Burslem, and Tunstall. Pet Aug 2. Ord Aug 2.
 MITCHELL, JAMES HENRY, Newton Abbot, Devon, Tailor. Exeter. Pet Aug 2. Ord Aug 2.
 OVEN, JOSEPH, Hensbury, Gloucestershire, Wheelwright. Bristol. Pet Aug 2. Ord Aug 2.
 PALMISTON, WILLIAM, Belgrave, Leicestershire, Builder. Leicester. Pet Aug 3. Ord Aug 3.
 PARR, BENJAMIN, and HARRY ALBERT, Newcastle on Tyne, Fancy Goods Dealers. Newcastle on Tyne. Pet July 29. Ord July 29.
 PETER, G. D., address unknown. High Court. Pet June 30. Ord Aug 1.
 PINE, THOMAS, Wardour st, Soho, Baker. High Court. Pet July 9. Ord July 29.
 POOLE, REGINALD CLAUDE, and EDWARD FRANCIS LAMBERT BROWN, Queen Victoria st, Mantle Manufacturers. High Court. Pet Aug 3. Ord Aug 3.
 RATH, FREDERICK, Ribblesdale rd, Hornsey, General Merchant. High Court. Pet July 7. Ord July 29.
 REYNOLDS, ALFRED L., Southampton row, Bloomsbury, Solicitor. High Court. Pet July 11. Ord July 29.
 RITSON, THOMAS, Wellborough, Coal Merchant. Northampton. Pet July 19. Ord Aug 3.
 ROLLISON, BENJAMIN, York, Innkeeper. York. Pet July 30. Ord July 30.
 SQUIRE, JOHN, and ALBERT SQUIRE, Acle, Norfolk, Farmers. Norwich. Pet July 20. Ord Aug 3.
 STEVEN, ROBERT, Upper st, Lillington, Licensed Victualler. High Court. Pet Aug 2. Ord Aug 2.
 STEIN, BENJAMIN, Liverpool, Gent. Liverpool. Pet July 18. Ord July 29.
 TAYLOR, GEORGE SOUTHGATE, Leeds, out of business. Leeds. Pet July 29. Ord July 29.
 TEND, ALFRED HALL, Saint Marychurch, Devon, Grocer. Exeter. Pet Aug 3. Ord Aug 3.
 THIRNICK, JOHN SHALE, Fortess rd, Kentish Town, Blacksmith. High Court. Pet July 29. Ord July 29.
 WAGBORN, GEORGE, Tunbridge Wells, Lodging house Keeper. Tunbridge Wells. Pet Aug 4. Ord Aug 3.
 WOLSTENHOLME, JOSEPH, Sowerby Bridge, Yorks, Tailor. Halifax. Pet July 27. Ord Aug 3.
 WRIGHT, ALBERT GEORGE, Broadwater, Builder. Brighton. Pet Aug 2. Ord Aug 2.
 WRIGHT, JOHN, Maccabrough, nr Rotherham, Yeast Dealer. Sheffield. Pet July 29. Ord July 29.
 The following amended notice is substituted for that published in the London Gazette of July 15.
 BEACH, JOHN, and FRITZ ALBERT HOLM, Birmingham, Merchants. Birmingham. Pet June 30. Ord July 12.

FIRST MEETINGS.

ALLEN, AUGUSTUS WILLIAM, Gt Yarmouth, Grocer. Aug 15 at 12. Off Rec, 8, King st, Norwich.
 BARTON, JOHN, Folkestone, Corn Dealer. Aug 15 at 10.30. 73, Sandgate rd, Folkestone.
 BATHORPE, THOMAS, Barrow in Furness, Licensed Victualler. Aug 17 at 10.30. 2, Paxton ter, Barrow in Furness.
 BEACH, JOHN (sep estate), Handsworth, Merchant. Aug 30 at 11. Queen's Hotel, Birmingham.
 BRACE, JOHN, and FRITZ ALBERT HOLM, Birmingham, Merchants. Aug 30 at 11. Queen's Hotel, Birmingham.
 BECK, THOMAS, Birmingham, Boot Maker. Aug 16 at 11. 25, Colmore row, Birmingham.
 BUNWELL, EDWIN, Brecon, Jeweller. Aug 12 at 11.30. Castle Hotel, Brecon.
 BUNWELL, JAMES, Kendworth, Warwickshire, Saddler. Aug 16 at 12.15. Off Rec, 17, Bedford st, Coventry.
 CLAY, CHARLES ROBERT, Up-Hatherley, Gloucestershire, Cattle Dealer. Aug 16 at 8.15. Off Rec, railway.
 COLLIER, JAMES, Kingston upon Hull, Smack Owner. Aug 16 at 11. Incorporated Law Society, Lincoln's inn buildings, Bowdley lane, Hull.
 COSWAY, THOMAS, Exeter, Baker. Aug 15 at 11. Off Rec, 13, Bedford circus, Exeter.
 CROWTHER, JOSEPH, West Vale, nr Halifax, Rate Collector. Aug 16 at 2.30. Off Rec, Halifax.
 DAVIES, HENRY, Llandymul, Cardiganshire, Saddler. Aug 12 at 11. Off Rec, Carmarthen.

DAVE, WILLIAM, Walsall, Police Constable. Aug 15 at 11.30. Off Rec, Walsall.
 DEWHURST, ANDREW, Great Harwood, Weaver. Aug 12 at 2.30. County court house, Blackburn.
 DUCKETT, JAMES, and DANIEL FERGUSON BREAY, Liverpool, Shipwrights. Aug 16 at 12. Off Rec, 35, Victoria st, Liverpool.
 ELLIS, ROBERT, Barrow in Furness in Furness, Accountant. Aug 17 at 10. 2, Paxton ter, Barrow in Furness.
 FEATHERSTONE, MORRIS, Holme on Spalding Moor, Yorks, Farmer. Aug 12 at 12. Off Rec, Lincoln's inn bldgs, Bowdley lane, Hull.
 FREEMAN, WILLIAM CHARLES, Leadenhall st, Merchant. Aug 12 at 12. 35, Carey st, Lincoln's inn fields.
 GOULDON, HENRY ALBERT, Yate, Gloucestershire, Innkeeper. Aug 16 at 12.30. Off Rec, Bank chbrs, Bristol.
 GREEN, JOHN, Rotherham, Yorks, Grocer. Aug 16 at 11.30. Off Rec, Figgins lane, Sheffield.
 GWTHER, WILLIAM, Crispia st, Spitalfields, Coal Dealer. Aug 12 at 2.30. 35, Carey st, Lincoln's inn.
 HALL, WILLIAM, Chorley, Lancs, Draper. Aug 12 at 2.30. Off Rec, Bridge st, Manchester.
 HENNINGWAY, CAROLINE, Mirfield, Yorks, Draper. Aug 12 at 2. Off Rec, Bank chbrs, Batley.
 HILLS, JOHN, Rochester, Mariner. Aug 15 at 11.30. Off Rec, High st, Rochester.
 HOLM, FRITZ ALBERT (sep estate), Grocer Burstah, Hamburg, Merchant. Aug 30 at 11. Queen's Hotel, Birmingham.
 HONE, JAMES HENRY HATT, Preston on Stour, nr Stratford on Avon, Baker. Aug 12 at 11.30. Blisset & Co, solers, Stratford on Avon.
 HOWLETT, WILLIAM THOMAS, Birmingham, Hatter. Aug 15 at 2. 25, Colmore row, Birmingham.
 HUCK, JOSEPH, Meathop, Westmorland, Builder. Aug 12 at 12. King's Arms inn, Kendal.
 HUCK, WILLIAM, and HENRY HUCK, Endmoor, nr Kendal, Builders. Aug 12 at 11. King's Arms inn, Kendal.
 HUMSON, GEORGE, Kingston upon Hull, Tobaccoist. Aug 12 at 2. Off Rec, Lincoln's inn bldgs, Bowdley lane, Hull.
 JARVIS, THOMAS, Derby, out of business. Aug 15 at 12. 25, Friar lane, Leicester.
 JENKINS, EVAN, Aberdare, Grocer. Aug 15 at 12. Off Rec, Merthyr Tydfil.
 JOHNSON, GEORGE, Godalming, Chemist. Aug 16 at 11. Cannon st Hotel.
 LEBMAN, WILLIAM, Leamington, Builder. Aug 16 at 2.45. Wright & Hasell, solers, Leamington.
 MAGUIR, ROBERT WILLIAM, Cannon st rd, St George in the East, Licensed Victualler. Aug 12 at 11. 35, Carey st, Lincoln's inn fields.
 MATTHEW, JOSEPH, Great Malvern, Boarding House keeper. Aug 12 at 11. Off Rec, Worcester.
 MORRIS, RICHARD WOOD, Leamington, Boot Dealer. Aug 16 at 11.30. Edward Thomas Petron, Off Rec, 17, Herford st, Coventry.
 PAINTHORPE, WILLIAM, Belgrave, Leicestershire, Builder. Aug 16 at 12.30. 25, Friar lane, Leicester.
 PARR, BENJAMIN, and HARRY ALBERT, Newcastle on Tyne, Goods Dealers. Aug 12 at 11.30. Off Rec, Pink lane, Newcastle on Tyne.
 PRITCHARD, THOMAS, New lane, Enfield, Baker. Aug 12 at 11. 16 Room, 20 and 31, St Swithin's lane.
 REEB, GEORGE HENRY, Birmingham, Tobaccoist. Aug 12 at 11. 35, Colmore row, Birmingham.
 RICHARDS, JOHN, Festing, Merionethshire, Grocer. Aug 12 at 1. Queen's Hotel, Blaenau Ffestiog.
 ROLLISON, BENJAMIN, York, Innkeeper. Aug 12 at 12. Off Rec, 17, Blake st, York.
 SARGENT, BENJAMIN, St Leonards on Sea, Jeweller. Aug 15 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn, London.
 SCOTT, THOMAS, Kingston upon Hull, Baker. Aug 12 at 11. Off Rec, Lincoln's inn bldgs, Bowdley lane, Hull.
 SHARP, REUBEN, Tolleshunt Major, Essex, Farmer. Aug 12 at 11. County Court, Maldon.
 SMITH, THOMAS, Bromsgrove, Baker. Aug 12 at 10.30. Off Rec, Worcester.
 SUMMERS, EDWARD HORATIO (sep estate), Harborne, Staffordshire, Glass Beveler. Aug 17 at 11. 25, Colmore row, Birmingham.
 SUMMERS, FREDERICK GEORGE (sep estate), Birmingham, Coal Merchant. Aug 17 at 11. 25, Colmore row, Birmingham.
 SUMMERS, FREDERICK GEORGE, and EDWARD HORATIO SUMMERS, Birmingham, Glass Bevelers. Aug 17 at 11. 25, Colmore row, Birmingham.
 SYKES, BENJAMIN, Liverpool, Gent. Aug 16 at 2. Off Rec, 35, Victoria st, Liverpool.
 TAYLOR, GEORGE SOUTHGATE, Leeds, out of business. Aug 15 at 11. Off Rec, 22, Park row, Leeds.
 WHICKER, FREDERICK JAMES, Tunbridge Wells, Grocer. Aug 12 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 WILLIAMS, FRANCES, Kingston upon Hull, Fruit Dealer. Aug 16 at 2. Off Rec, Lincoln's inn bldgs, Bowdley lane, Hull.
 WILDS, W. C. E., address unknown, Gent. Aug 12 at 11. 35, Carey st, Lincoln's inn fields.
 WOLSTENHOLME, JOSEPH, Sowerby Bridge, Yorks, Tailor. Aug 16 at 2.30. Off Rec, Halifax.
 The following amended notice is substituted for that published in the London Gazette of July 26.

BLISS, ROBERT ENOCH, Birmingham, Fruiterer. Aug 9 at 11. 25, Colmore row, Birmingham.

ADJUDICATIONS.

ABBOTT, WILLIAM JOSEPH, Pilton, Devon, Paper Manufacturer. Barnstaple. Pet July 15. Ord July 30.
 ALDERSON, JOHN, Shipley, Yorks, Carter. Bradford. Pet Aug 3. Ord Aug 3.
 AUBREY, WILLIAM, Maiden lane, Strand, Printer. High Court. Pet July 15. Ord Aug 3.
 BAILEY, GEORGE, Thurlow pl, South Kensington, Veterinary Surgeon. High Court. Pet July 15. Ord July 30.
 BARNES, WILLIAM CHARLES, New Oles, Lincolnshire, Smack Owner. Great Grimsby. Pet Aug 3. Ord Aug 3.
 BASTEN, ANTHONY WILLIAM, Chalk Farm rd, Cheesemonger. High Court. Pet July 21. Ord Aug 3.
 BOULT, JOSEPH THOMAS, Sheffield, Builder. Sheffield. Pet Aug 2. Ord Aug 3.
 BURDORF, SARAH ANN, Far Forest Road, nr Bowdley, out of business. Kidderminster. Pet July 29. Ord July 29.
 BUNWELL, JAMES, Kendworth, Warwickshire, Saddler. Warwick. Pet July 29. Ord Aug 3.
 CLAY, CHARLES ROBERT, Up-Hatherley, Gloucestershire, Cattle Dealer. Cheltenham. Pet July 29. Ord Aug 3.
 CONDON, HIRAM, Old Sergeants' inn, Chancery lane, Solicitor. High Court. Pet March 18. Ord July 29.
 COSWAY, THOMAS, Exeter, Baker. Exeter. Pet July 29. Ord July 30.
 CRIDDE, JOHN RICHARD, Torquay, Hotel Proprietor. Exeter. Pet July 6. Ord July 29.
 CULLEN, LEONARD, Birmingham, Fruiterer. Birmingham. Pet July 15. Ord July 30.
 DAVIES, HENRY, Llandymul, Cardiganshire, Saddler. Carmarthen. Pet July 29. Ord Aug 3.

DEWHURST, ANDREW, Gt Harwood, Lancs, Weaver. Blackburn. Pet July 29. Ord July 29.
 DODSON, JOHN, jun, Rugby, Fishmonger. Coventry. Pet July 21. Ord Aug 2.
 FRATERSTONE, MORRIS, Holmes on Spalding Moor, Yorks, Farmer. Kingston upon Hull. Pet July 1. Ord Aug 2.
 FLETCHER, JOHN, Yardley, Worces. Jeweller. Birmingham. Pet June 25. Ord Aug 2.
 FOULGER, THOMAS, Crecy, Anderley rd, Insurance Agent. High Court. Pet July 8. Ord Aug 1.
 FRANCIS, ARTHUR GIBBS, Wandsworth rd, Provision Merchant. High Court. Pet July 25. Ord July 29.
 GORDON, WILLIAM, and DUNCAN GORDON, Billiter st, Merchants. High Court. Pet May 5. Ord Aug 2.
 GORE, SAMUEL, Tenbury, Worces, Livery Stable Keeper. Kidderminster. Pet July 21. Ord July 21.
 GREEN, JOHN, Rotherham, Yorks, Grocer. Sheffield. Pet July 1. Ord Aug 3.
 HALL, WILLIAM, Chorley, Lancashire, Draper. Bolton. Pet June 25. Ord July 20.
 HAYWARD, WILLIAM, Christchurch, Hampshire, Watchmaker. Poole. Pet July 18. Ord July 30.
 HAZELWOOD, CHARLES, Tanner's hill, Deptford, Olman. Greenwich. Pet July 29. Ord July 29.
 HENDERSON, THOMAS, Gosforth, Northumberland, Grocer. Newcastle on Tyne. Pet July 18. Ord Aug 2.
 HILLS, JOHN, Rochester, Mariner. Rochester. Pet July 20. Ord July 20.
 HINES, SAMUEL, Leeds, Bill Discount. Leeds. Pet Aug 2. Ord Aug 2.
 RITCH, EVAN CAMERON, Billiter st, Engineer. High Court. Pet June 27. Ord Aug 3.
 JOHNSON, THOMAS, the elder, Blackwell Farm, nr Carlisle, Farmer. Carlisle. Pet July 27. Ord July 29.
 KEEFER, SAMUEL M., Steppoy Green, Shoe Manufacturer. High Court. Pet June 12. Ord July 20.
 LAPHORNE, JOHN JOSEPH, Barnstable, Licensed Victualler. Barnstable. Pet July 26. Ord July 30.
 LITTLE, ALFRED ROBERT, Worksop, Nottinghamshire, Painter. Sheffield. Pet Aug 2. Ord Aug 2.
 MAYFETT, JOHN, Boston Spa, Yorks, Photographer. York. Pet July 26. Ord July 30.
 MARRIAGE, WALTER JAMES, Rugby, Tailor. Coventry. Pet July 20. Ord Aug 3.
 MARKS, A. Old st, South Hackney, Furniture Dealer. High Court. Pet June 18. Ord Aug 2.
 MITCHELMOORE, JAMES HENRY, Newton Abbot, Tailor. Exeter. Pet Aug 2. Ord Aug 2.
 PRAKE, JOHN NASH, Coniseton, Cheshire, Colliery Proprietor. Hanley, Burslem, and Tunstall. Pet July 18. Ord Aug 2.
 PICKERING, RICHARD, Leeds, Woollen Merchant. Leeds. Pet June 22. Ord July 26.
 PINE, THOMAS, Wardour st, Soho, Baker. High Court. Pet July 9. Ord Aug 1.
 PITCHARD, THOMAS, New lane, Enfield, Baker. Edmonton. Pet July 20. Ord July 20.
 ROBINSON, GEORGE, Rochdale, Boot Dealer. Oldham. Pet July 20. Ord July 20.
 ROLLISON, BENJAMIN, York, Innkeeper. York. Pet July 20. Ord July 20.
 SALABURY, WILLIAM GEORGE, Great Grimsby, Smaek Owner. Great Grimsby. Pet July 26. Ord July 29.
 SMITH, WILLIAM, Great Haywood, Staffordshire, Labourer. Stafford. Pet July 25. Ord Aug 2.
 SCHWENK, ROBERT, Upper st, Islington, Licensed Victualler. High Court. Pet Aug 2. Ord Aug 2.
 TAYLOR, GEORGE SOUTHCOATE, Leeds, out of business. Leeds. Pet July 28. Ord July 28.
 TEED, ALFRED HALL, Saint Marychurch, Devon, Grocer. Exeter. Pet Aug 2. Ord Aug 2.
 TOMPEIN, GEORGE, Chesterton, Staffordshire, Baker. Hanley, Burslem, and Tunstall. Pet July 20. Ord Aug 2.
 TURNER, SOLOMON, Newcastle on Tyne, Money Lender. Newcastle on Tyne. Pet July 26. Ord July 29.
 VICARINI, GIOVANNI, John st, Bedford row, Cabinet Maker. High Court. Pet July 7. Ord Aug 1.
 WINTERBURN, THOMAS, Bradford, Dyer. Bradford. Pet July 13. Ord July 29.
 WORTHY, MARY, Eiton, Cheshire, Licensed Victualler. Macclesfield. Pet July 29. Ord July 29.
 WRIGHT, JOHN, Masebrough, nr Rotherham, Yeast Dealer. Sheffield. Pet July 29. Ord July 29.

ADJUDICATION ANNULLED.

SEARLE, HENRY, Moretonhampstead, Devon, Bootmaker. Exeter. Adjudged Feb 24. Annul July 7.

London Gazette.—TUESDAY, AUG. 9.

RECEIVING ORDERS.

ADAMS, HENRY CADWALLADER, Twickenham, Esq. Brentford. Pet Aug 5. Ord Aug 6.
 ALLISON, ERWIN, Newcastle on Tyne, Tobacconist. Newcastle on Tyne. Pet Aug 4. Ord Aug 4.
 ANDREW, RICHARD, Gainsborough, Miller. Lincoln. Pet Aug 4. Ord Aug 4.
 BAILEY, WILLIAM, Roeherville, Kent, Gardener. Rochester. Pet Aug 4. Ord Aug 4.
 BRENSFORD, HUGH W., Knockholt, Kent, Gent. Tunbridge Wells. Pet June 20. Ord Aug 4.
 BERRY, WILLIAM, Darlington, Tailors' Assistant. Stockton on Tees and Middlesbrough. Pet Aug 2. Ord Aug 4.
 BROWN, MARY ANN, Leamington, Pork Butcher. Warwick. Pet July 20. Ord Aug 2.
 CALWELL, ROBERT, Hayton, Cumberland, Farmer. Carlisle. Pet Aug 6. Ord Aug 6.
 COWDERY, ALFRED, New Clees, Lincolnshire, Fisherman. Great Grimsby. Pet Aug 5. Ord Aug 5.
 GROVE, EDWARD FREDERICK, jun., The Broadway, Hammersmith, Draper. High Court. Pet Aug 4. Ord Aug 4.
 DAVIS, GEORGE HENRY, Swansea, Builder. Swansea. Pet Aug 4. Ord Aug 4.
 DAVIS, SAMUEL, Kingston on Hull, Fish Merchant. Kingston on Hull. Pet July 18. Ord Aug 2.
 DAWSON, GEORGE MARSH, Broadstairs, Builder. Canterbury. Pet Aug 4. Ord Aug 4.
 FARR, GWYNETHIAN, Porth, Glamorganshire, Grocer. Pontypridd. Pet Aug 4. Ord Aug 4.
 FIRTH, FREDERICK, and WILLIAM HOWARD FIRTH, Dewsbury, Yorks, Ironfounders. Dewsbury. Pet Aug 5. Ord Aug 5.
 FIRTH, FREDERICK JOSEPH FIRTH, and EDWIN FIRTH, Dewsbury, Yorks, Oil Exporters. Dewsbury. Pet Aug 5. Ord Aug 5.
 GORMAN, EDWARD, Ryde, L.W. Mealman. Newport and Ryde. Pet July 5. Ord Aug 5.
 GROOM, HUGH, Chorlton upon Medlock, Manchester, Builder. Preston. Pet July 19. Ord Aug 5.

GROVES, THOMAS EDWARD, Aylestone pk, Leicestershire, Carriage Builder. Leicester. Pet Aug 5. Ord Aug 5.
 HARTLEY, WILLIAM GEORGE, Southwark, Hop Merchant. High Court. Pet Aug 4. Ord Aug 4.
 HARRIS, HARRIETTE, Norfolk sq, Lodging House Keeper. High Court. Pet Aug 5. Ord Aug 5.
 HARRIS, SIMON, Haxton gdn. High Court. Pet June 25. Ord Aug 4.
 HIBBER, JOHN MARTIN, Gt Yarmouth, Norfolk, Ship Smith. Gt Yarmouth. Pet Aug 5. Ord Aug 5.
 HIRD, HARTLEY, and HOLLINGS SMITH, Bradford, Worsted Stuff Makers. Bradford. Pet Aug 4. Ord Aug 4.
 HODGKINSON, JOSEPH, Derby, Butcher. Derby. Pet Aug 4. Ord Aug 4.
 HUNT, CHARLES, Stroud, Cabinetmaker. Gloucester. Pet Aug 5. Ord Aug 5.
 JONES, EVAN, Ruthin, Denbighshire, Farmer. Wrexham. Pet Aug 4. Ord Aug 4.
 MELBOURNE, JAMES, York, Painter. York. Pet Aug 4. Ord Aug 4.
 NOTES, ROBERT JOHN, Swansea, Bootmaker. Swansea. Pet Aug 4. Ord Aug 4.
 OMBE, JOHN, West Bromwich, Staffs, Butcher. Oldbury. Pet Aug 6. Ord Aug 6.
 PALMER, EDWARD, Bilton, Gloucester, Draper. Bristol. Pet Aug 4. Ord Aug 4.
 PAYNE, JAMES, Bath, Bootmaker. Bath. Pet Aug 4. Ord Aug 4.
 PHILLIPS, WILLIAM, Hereford, Coal Agent. Hereford. Pet Aug 6. Ord Aug 6.
 PHILLIPS, C. DAWSON, Tokenhouse yard, Gent. High Court. Pet July 22. Ord Aug 5.
 PICKNEY, JOHN ASHWORTH, Toxteth park, Lancashire, Accountant. Liverpool. Pet Aug 6. Ord Aug 6.
 POTTER, THOMAS, Gosforth, Northumberland, no occupation. Newcastle on Tyne. Pet Aug 4. Ord Aug 4.
 REDGATE, HERBERT, Nottingham, Lace Manufacturer. Nottingham. Pet Aug 4. Ord Aug 4.
 SAUNDERS, ELIZA, Folkestone, Boot Dealer. Canterbury. Pet Aug 5. Ord Aug 5.
 SEAGE, WILLIAM, Kilhampton, Cornwall, Farmer. Barnstable. Pet Aug 3. Ord Aug 3.
 SILVER, RICHARD, the younger, Tittle row, nr Maidenhead, Machinist. Windsor. Pet Aug 2. Ord Aug 2.
 SPAUL, FRED, Knutsford, Cheshire, Coal Merchant. Manchester. Pet Aug 5. Ord Aug 5.
 TATE, JOSEPH, Wentbridge, nr Pontefract, Farmer. Wakefield. Pet Aug 8. Ord Aug 6.
 THOMSON, PETER, Hedworth, Durham, Farmer. Newcastle on Tyne. Pet Aug 4. Ord Aug 4.
 TILLOTSON, STEPHEN AINSWORTH, Burnley, Lancashire, Picker Maker. Burnley. Pet Aug 2. Ord Aug 4.
 TURNER, GEORGE, Stratford rd, Acton, Florist. Brentford. Pet Aug 2. Ord Aug 2.
 TURNER, WALTER HERBERT, Bath, Eating-house Keeper. Bath. Pet Aug 4. Ord Aug 4.
 WILLARD, WILLIAM, Robart st, Brixton, out of business. High Court. Pet Aug 6. Ord Aug 6.

FIRST MEETINGS.

ALLISON, JOHN, Shipley, Yorks, Carter. Aug 17 at 11. 21, Manor rd, Bradford.
 ALLISON, ERWIN, Newcastle on Tyne, Tobacconist. Aug 18 at 2. Off Rec, Pink lane, Newcastle on Tyne.
 BAILEY, WILLIAM, Roeherville, Kent, Gardener. Aug 18 at 11.30. Off Rec, High st, Rochester.
 BIRN, JAMES, Nelson, Lancashire, out of business. Aug 17 at 2. Midland Hotel, Skipton.
 BOND, WILLIAM, Hunslet, Leeds, out of business. Aug 17 at 12. Off Rec, 22, Park row, Leeds.
 BROOM, GEORGE, Hoxton st, Hoxton, Timber Merchant. Aug 17 at 11. 23, Carey street, Lincoln's inn.
 CALWELL, ROBERT, Hayton, Cumberland, Farmer. Aug 18 at 12. Off Rec, 24, Fisher st, Carlisle.
 CORRIALL, JOHN, Plesley hill, near Mansfield, Tailor. Aug 18 at 12. Off Rec, 1, High pavement, Nottingham.
 CURTIS, CHARLES, Kingston upon Hull, Saw Mill Foreman. Aug 18 at 11. Off Rec, Lincoln's inn buildings, Bowley lane, Hull.
 CURTIS, CHARLES, Nottingham, Corn Factor. Aug 18 at 11. Off Rec, 1, High pavement, Nottingham.
 DAVIS, GEORGE HENRY, Swansea, Builder. Aug 18 at 2. Off Rec, 4, Rutland st, Swansea.
 DAWSON, WILLIAM WELLBURY, Gt Grimsby, Oil Manufacturer. Aug 17 at 12. 2, Haven st, Gt Grimsby.
 GALLAGHER, GEORGE, Aldington, nr Brighton, Gent. Aug 17 at 1. Bankruptcy bldg, Port of London.
 GERARD, THOMAS, Hindley, Lancs, Grocer. Aug 17 at 11. 16, Wood street, Bolton.
 GORMAN, EDWARD, Ryde, Isle of Wight, Mealman. Aug 17 at 11. Off Rec, Newport, Isle of Wight.
 GROVES, THOMAS EDWARD, Aylestone park, Leicestershire, Carriage Builder. Aug 19 at 12. 22, Friar lane, Leicester.
 HALL, RICHARD BENJAMIN, Sandwich, Boot Maker. Aug 17 at 11.30. Bankruptcy bldg, Lincoln's inn.
 HAZLE, WILLIAM WYNDHAM, Chichester, Esq. Aug 17 at 12. Bankruptcy bldg, Port of London.
 HODGKINSON, JOSEPH, Derby, Butcher. Aug 17 at 12. Off Rec, 24 James's chbr, Derby.
 HOLIDAY, JAMES, Skillington, nr Grantham, Farmer. Aug 17 at 12. Off Rec, 1, High pavement, Nottingham.
 HOY, WALTER, Bonford road, Forest gate, Nurseryman. Aug 17 at 11. Bankruptcy bldg, Port of London.
 HUDSON, WILLIAM JOHN CHARLES, Margate, Baker. Aug 17 at 12.30. Bankruptcy bldg, Lincoln's inn.
 JAMES, WILLIAM HENRY, Queen Victoria st, Caff Proprietor. Aug 17 at 12. 21, Carey st, Lincoln's inn.
 LEWIS, HENRY, Caidicot, Mon, Grocer. Aug 17 at 12. Off Rec, 12 Tredager pl, Newport, Mon.
 LEWIS, JAMES THOMAS, Pembroke Dock, Grocer. Aug 18 at 2. Off Rec, Carmarthen.
 MANWERING, THOMAS DAVID, Rye, Sussex, Coach Builder. Aug 18 at 2. County Court, Hastings.
 MELBOURNE, JAMES, York, Painter. Aug 19 at 12. Off Rec, York.
 MILL, JOSEPH, Hanley, Brickmaker. Aug 25 at 4. Off Rec, Newcastle under Lyme.
 MITCHELMOORE, JAMES HENRY, Newton abbott, Devonshire, Tailor. Aug 18 at 2. Castle of Exeter, Exeter.
 MORRIS, WILLIAM, Hunslet, Leeds, Commission Agent. Aug 17 at 11. Off Rec, 22 Park row, Leeds.
 NOTES, ROBERT JOHN, Swansea, Bootmaker. Aug 17 at 11. Off Rec, 4, Rutland st, Swansea.
 OMBE, JOHN, Hombury, Gloucestershire, Wheelwright. Aug 17 at 12. Off Rec, Bank chbr, Bristol.
 PARSONS, WILLIAM, Buckingham st, Ironmonger. Aug 18 at 12. Bankruptcy bldg, Lincoln's inn fields.

POINTON, WILLIAM, Wolsanton, Staffordshire, Farm Labourer. Aug 26 at 2. Off Rec, Newcastle under Lyme.
 POTTER, THOMAS, Gosforth, Northumberland, no occupation. Aug 18 at 2. Off Rec, Pink lane, Newcastle on Tyne.
 RITSON, THOMAS, Wellingborough, Coal Merchant. Aug 18 at 4. County Court, Northampton.
 ROWE, JOHN, Blotley, Bucks, Draper. Aug 18 at 2. County Court, Northampton.
 SALSBERY, WILLIAM GEORGE, Gt Grimsby, Smack Owner. Aug 17 at 1. Off Rec, 3, Haven st, Gt Grimsby.
 SCOTT, A. G., Copthall chhrs, Stockbroker. Aug 16 at 11. Bankruptcy bldgs, Lincoln's inn.
 STOKES, WILLIAM HENRY, Hiredfield, Staffs, Jeweller. Aug 24 at 3. 25, Colmore row, Birmingham.
 TREED, ALFRED HALL, 16, Union ter, St Mary Church, Devon, Grocer. Aug 17 at 2. Castle of Exeter, Exeter.
 THOMPSON, PETER, Hedworth, Durham, Farmer. Aug 18 at 2.30. Off Rec, Pink lane, Newcastle on Tyne.
 TOMPKIN, GEORGE, Silverdale, Staffs, Baker. Aug 24 at 4. Off Rec, Newcastle under Lyme.
 WALDRON, JOHN, Walthamstow, Baker. Aug 18 at 11. 33, Carey st, Lincoln's inn.
 WILDING, HENRY AMBLER, Frederick st, Gray's inn rd, Clerk. Aug 17 at 11. Bankruptcy bldgs, Lincoln's inn.
 WILLIS, GEORGE, Askew crescent, Askew rd, Shepherd's Bush. Aug 17 at 12. 33, Carey st, Lincoln's inn.
 WINTERS, WILLIAM HENRY, Broughton, Northamptonshire, Commission Agent. Aug 18 at 1. County Court, Northampton.
 WRIGHT, ALBERT GEORGE, Broadwater, Builder. Aug 18 at 12. 4, Pavilion bldgs, Brighton.
 WRIGHT, JOHN, Masbrough, nr Rotherham, Yeast Dealer. Aug 17 at 11.30. Off Rec, Figtree lane, Sheffield.

ADJUDICATIONS.

ALBERT, EDWARD, EMANUEL ALBERT, and FRANCES HAUTMAN, Station rd, Willison, Glass Manufacturers. High Court. Pet July 14. Ord Aug 4.
 ANDREW, RICHARD, Gainsborough, Miller. Lincoln. Pet Aug 4. Ord Aug 4.
 BAKER, FREDERICK GEORGE, Shanklin, I.W., Watchmaker. Newport and Ryde. Pet July 27. Ord Aug 5.
 BAILEY, WILLIAM, Rosherville, Kent, Gardener. Rochester. Pet Aug 3. Ord Aug 4.
 BASHFORD, GEORGE ARTHUR, Southend, Licensed Victualler. High Court. Pet July 7. Ord Aug 6.
 BENSON ALFRED, King's Head ct, Shoe lane, Publican. High Court. Ord Aug 4.
 BERRY, WILLIAM, Darlington, Tailor's Assistant. Stockton on Tees and Middlesbrough. Pet Aug 4. Ord Aug 4.
 BINNS, JAMES, Nelson, Lancashire, out of business. Burnley. Pet July 29. Ord Aug 4.
 BLAMIER, JOSHUA, Staincliffe, nr Bailey, Rag Merchant. Dewsbury. Pet July 18. Ord Aug 8.
 BRIDGE, RUBEN, High rd, Kilburn, Draper. High Court. Pet July 29. Ord Aug 6.
 BRINKWORTH, ROBERT MESSEIER, Bath, Corn Merchant. Bath. Pet July 16. Ord Aug 6.
 BURN, RICHARD, Liverpool, Ship Broker. Liverpool. Pet July 1. Ord Aug 3.
 BUTTERFIELD, ELIZABETH TATMAN, Nelson, Lancashire, Builder. Burnley. Pet July 19. Ord Aug 4.
 CALWELL, ROBERT, Hayton, Cumberland, Farmer. Carlisle. Pet Aug 6. Ord Aug 6.
 CLUTTERBUCK, JAMES, Bristol, out of business. Bristol. Pet July 21. Ord Aug 4.
 COWDEY, ALFRED, New Close, Lincolnshire, Fisherman. Great Grimsby. Pet Aug 5. Ord Aug 5.
 CROWTHER, JOSEPH, West Vale, nr Halifax, Rate Collector. Halifax. Pet July 29. Ord Aug 5.
 DALHOFF, BENJAMIN, City rd, Boot Manufacturer. High Court. Pet July 5. Ord Aug 4.
 DAVIS, GEORGE HENRY, Swansea, Builder. Swansea. Pet Aug 4. Ord Aug 5.
 DAVIS, WILLIAM, Walsall, Police Constable. Walsall. Pet July 27. Ord Aug 4.
 DAWSON, GEORGE MASON, Broadstairs, Builder. Canterbury. Pet Aug 4. Ord Aug 4.
 FARR, GWILLIAM, Porth, Glamorganshire, Grocer. Pontygridd. Pet Aug 3. Ord Aug 4.
 FIRTH, FREDERICK, JOSEPH FIRTH, and EDWIN FIRTH, Dewsbury, Joiners. Dewsbury. Pet Aug 5. Ord Aug 5.
 FIRTH, FREDERICK, and WILLIAM HOWROD FIRTH, Dewsbury, Yorks, Ironfounders. Dewsbury. Pet Aug 5. Ord Aug 5.
 GERRARD, THOMAS, Hindley, Lancs, Grocer. Wigan. Pet Aug 3. Ord Aug 5.
 GORMAN, EDWARD, Ryde, I.W., Meatman. Newport and Ryde. Pet July 8. Ord Aug 5.
 GOULSTONE, HENRY ALBERT, Yate, Gloucestershire, Innkeeper. Bristol. Pet July 29. Ord Aug 5.
 GROVER, THOMAS EDWARD, Aylestone pk, Leicestershire, Carriage Builder. Leicester. Pet Aug 5. Ord Aug 5.
 HEMINGWAY, CAROLINE, Miffield, Yorks, Draper. Dewsbury. Pet July 28. Ord Aug 5.
 HIBBER, JOHN MAXTED, Gt Yarmouth, Shipsmith. Gt Yarmouth. Pet Aug 5. Ord Aug 5.
 HIGGINS, S., Leather lane, Provision Dealer. High Court. Pet July 21. Ord Aug 5.
 HIRD, HASTLEY, and HOLLINGS SMITH, Bradford, Worsted Stuff Makers. Bradford. Pet Aug 4. Ord Aug 4.
 HODGKINSON, JOSEPH, Derby, Butcher. Derby. Pet Aug 3. Ord Aug 4.

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HOY, WALTER, Romford rd, Forest Gate, Nurseryman. High Court. Pet July 16. Ord Aug 5.
 HUGHES, WILLIAM, and THOMAS OWEN, Bangor, Ironmongers. Bangor. Pet Aug 2. Ord Aug 5.
 LAUDON, JOHN EADY, Kibworth Beauchamp, Leicestershire, Butcher. Leicester. Pet July 16. Ord Aug 5.
 LEE, FAULKNER, Devonshire st, Gt Portland st, Surveyor. High Court. Pet July 11. Ord Aug 5.
 LEARMONTH, JOSEPH STEPHEN, King's Lynn, Lodging-house Keeper. King's Lynn. Pet Aug 2. Ord Aug 6.
 LEWIS, HENRY, Caldicot, Mon, Grocer. Newport, Mon. Pet July 20. Ord Aug 6.
 LEWIS, HENRY WALTER, Bath, Plumber. Bath. Pet July 20. Ord Aug 6.
 LEWIS, JAMES THOMAS, Pembroke Dock, Grocer. Pembroke Dock. Pet July 20. Ord Aug 6.
 LOVETT, SAMUEL, Aston, Warwickshire, Coal Merchant. Birmingham. Pet July 28. Ord Aug 4.
 MEADOWS, ANDREW MILLS, Kirby Bellars, Leicestershire, Farmer. Leicester. Pet Aug 2. Ord Aug 5.
 MILLS, JOSEPH, Hanley, Staffordshire, Brickmaker. Hanley, Burslem, and Tunstall. Pet Aug 2. Ord Aug 5.
 NOYES, ROBERT JOHN, Swansea, Boot Maker. Swansea. Pet Aug 4. Ord Aug 5.
 OVENS, JOSEPH, Henbury, Gloucestershire, Wheelwright. Bristol. Pet Aug 2. Ord Aug 4.
 PARKINSON, FRANK ARTHUR, Leicester, Caterer. Leicester. Pet June 30. Ord July 19.
 PHILLIPS, WILLIAM, Hereford, Coal Agent. Hereford. Pet Aug 6. Ord Aug 6.
 PICOTELLO, CATARINA, Wigmore st, Cavendish sq, Italian Warehouseman. High Court. Pet April 20. Ord Aug 6.
 POOLE, REGINALD CLAUDE, and EDWARD FRANCIS LAMBERT BROWN, Queen Victoria st, Mangle Manufacturers. High Court. Pet Aug 3. Ord Aug 4.
 POTTER, THOMAS, Gosforth, Northumberland, no occupation. Newcastle. Pet Aug 4. Ord Aug 4.
 ROBERTSON, W., Brabant ct, Tea Merchant. High Court. Pet June 12. Ord Aug 4.
 ROWLEY, CHARLES JOHN, Nailsworth, Gloucestershire, Ironmonger. Gloucester. Pet June 27. Ord Aug 4.
 SAUNDERS, ELIZA, Folkestone, Boot Dealer. Canterbury. Pet Aug 4. Ord Aug 4.
 SILVER, RICHARD, the younger, Tittle Row, nr Maidenhead, Machinist. Windsor. Pet Aug 3. Ord Aug 3.
 SPURGE, FRANK, Knutsford, Cheshire, Coal Merchant. Manchester. Pet Aug 5. Ord Aug 5.
 SYKES, BENJAMIN, Liverpool, Gent. Liverpool. Pet July 12. Ord Aug 5.
 TAYLOR, EDWARD BROWN, Oat lane, Trimming Manufacturer. High Court. Pet July 19. Ord Aug 6.
 THOMPSON, PETER, Hedworth, Durham, Farmer. Newcastle. Pet Aug 4. Ord Aug 6.
 THORPE, WILLIAM, Mapperley, Nottingham, Lace Manufacturer. Nottingham. Pet June 22. Ord Aug 4.
 TOMMY, HENRY, Wem, Shropshire, Builder. Shrewsbury. Pet July 8. Ord July 19.
 WHICKER, FREDERICK JAMES, Tunbridge Wells, Grocer. Tunbridge Wells. Pet July 2. Ord Aug 3.
 WHITTAKER, THOMAS, Heanor, Derbyshire, Builder. Derby. Pet July 5. Ord Aug 4.
 WILLARD, WILLIAM, Wandsworth rd, out of business. High Court. Pet Aug 6. Ord Aug 6.
 WOLSTENHOLME, JOSEPH, Sowerby bridge, Yorks, Tailor. Halifax. Pet July 29. Ord Aug 5.

ADJUDICATION ANNULLED.

GUTHRIE, CHARLES SETON JAMES LISTER, Bolton st, Piccadilly, Esq. High Court. Adjud Dec 3. Annul Aug 4.

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGE.

DAVIES-TINLEY.—July 28, at Grappenhall, Vere Beaumont Davies, of Warrington, solicitor, to Emmeline Mary, daughter of James Tinley, J.P., of Warrington.

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